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LONDON, NOVEMBER 3, 1906.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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Current Topics.

The New Equity Counsel to the Treasury.

MR. G. P. C. LAWRENCE, barrister-at-law, has been appointed Equity Counsel to the Treasury, in succession to Mr. Justice PARKER. Mr. LAWRENCE was called to the bar in 1884. It is understood that the resignation by Lord DAVEY of his position as a Law Lord—which will, according to rumour, complete the series of resignations and appointments—is likely to be deferred for some time.

The Right to Light.

THE JUDGMENTS delivered in the House of Lords in *Kine* v. *Jolly* (reported elsewhere) do little more than shew the difference of opinion which may arise in applying the principle of *Colls' case* (1904, A. C. 179) to a particular state of facts. That principle, as stated by the Lord Chancellor in the present case, is that the servient owner does not obtain by his easement a right to all the light he has enjoyed. He obtains a right to so much of it as will suffice for the ordinary purposes of inhabitancy or business according to the ordinary notions of mankind, having regard to the locality and the surroundings. To deprive him of this would be a nuisance. KEKEWICH, J., found that, though the plaintiff's house was still a "well-lighted" house, yet the obstruction of light had deprived it of one of its chief charms and advantages; and he decided that there was a nuisance within the above principle. The Court of Appeal by a majority agreed with him, but they substituted damages for a mandatory injunction. It has been argued that the result was really in contradiction of the finding that the house was still well-lighted, and the House of Lords, in deciding on the question of fact whether there was a nuisance, have been equally divided. Consequently the decision of the Court of Appeal stands.

The Lists of Causes in the High Court.

We cannot wholly accept the conclusion of some of the newspapers, that the increase in the number of causes set down for hearing in the High Court as compared with the number set down at the beginning of the Michaelmas Sittings, 1905, is a proof that legal business is in a more flourishing state. We ought first to know how many of the causes standing in the lists have been carried over from last year. Anyone with an account at a bank in which a larger sum was brought forward at the beginning of the year than in previous years would do well to take this fact into account when he had to consider at the end of the year whether his income had really increased. To put the matter briefly, How many causes in the lists are old and how many new causes?

The Land Tenure Bill.

In a letter to the *Yorkshire Post* on the subject of the Land Tenure Bill the writer suggests that if the Bill is passed in its present form it will seriously affect the position of trustees who invest the trust funds on mortgages. In cases where the interest is unpaid, and the trustee as mortgagee takes possession of the property and lets it, the tenant under the new legislation will be entitled to erect what buildings he pleases, and the trustee may be called upon to pay for these improvements, with the result that the funds will be invested in a concern with only part of the capital paid up. A consideration of this fact will drive trustees to call in their money and re-invest it where there is no such liability. This may be true, but it must be remembered that the position of a mortgagee in possession has always been attended with some inconvenience.

Obsolete Books.

The suggestion put forward by Lord Rosebery, in his discourse at the opening of the library of the University of London, that a Royal Commission should be instituted to determine what books on various subjects are obsolete, has already, to some extent, been anticipated by the librarians in charge of the libraries of the Inns of Court. A number of text-books long past their prime have been removed from the neighbourhood of works of a later date, and transported to the darker and more inaccessible shelves in the building. The object, of course, is to save the time of those who are searching after the law, and to divert them from wading through volumes which have long since been superseded. The object is an excellent one, but it is not always easy to decide what books are obsolete, and those who have, or think that they have, the time to make exhaustive searches will often ask for the works which have been removed from the places which they once occupied.

Patent Medicines.

Many of those who read of large fortunes amassed by the sale of patent medicines are unaware of the fact that in very few cases have patents been taken out for the making of such medicines. The term "patent medicine" is loosely applied, being used to include, not only patent medicines strictly so called, but also all proprietary medicines and all medicines liable to stamp duty. By section 6 of the Adulteration of Food and Drugs Act, 1875, the Act is not to apply where the drug or food is a proprietary medicine, or is the subject of a patent in force and is supplied in the state required by the specification of the patent. But very few patents for medicines are now in force, and we believe that, in consequence of the action of the Pharmaceutical Society of Great Britain, the practice of applying for such patents has been practically discontinued. But it has been urged that the use of the medicine stamp enables persons to evade the provisions of the Pharmacy Act (31 & 32 Vict. c. 121), s. 16, which excepts from the operation of the regulations affecting the sale of certain specified poisons "the making or dealing in patent medicine." The meaning of the phrase "patent medicine" in the foregoing exception has never been defined by a legal judgment, but it is almost certain that it would only be held to include such medicines as are sold under the authority of letters patent. The proprietor of a quack medicine often relies, in the absence of a patent, on the occult secret or art to which he lays claim, and upon the Government label denoting the stamp duty upon which his name is printed and which is sometimes said to impress purchasers with an idea that the medicine possesses beneficial qualities. It is unnecessary to say that this label affords no guarantee whatever of the purity or efficacy of the preparation.

The Drawbacks of Federalism.

The constitutional lawyer cannot fail to be struck with the coincidence between the recent speech of Professor Burgess (first occupant of the "Roosevelt" chair or professorship in the Berlin University) and the present difficulty in California with respect to the treatment of Japanese. Professor Burgess, it appears, was formerly professor of political and economic science in Columbia University; in his inaugural address at Berlin, according to the *Times* correspondent, the professor "pointed out the world-wide importance of the unification of the United States of America, and of the analogous union of the Federated States of the German Empire, which he regarded as the two most conspicuous features in the history of the second half of the nineteenth century." This unification is, however, imperfect in two important points. In the first place, no appeal from the Supreme Courts of the States in matters of purely State law and concern lies to the Supreme Court of the United States; this stands in the way of what might become a valuable and authoritative body of case law on property. In the next place, the individual States are still for many purposes sovereign communities in their relations with other nations; this independence and freedom from the control of the Federal Government has already led to one notorious difficulty with Italy. Now it appears that the State of California intends to treat the Japanese residents as it pleases, and not as the United States of America desires, in view of its treaty obligations, that the Japanese should be treated. The tendency in constitution-making at the present day is certainly towards a unified rather than a federal system, and the next amendment of the United States constitution will surely be in the direction of closer union. Meanwhile, the Japanese difficulty in California is a warning against too loud an assertion of the completeness of the unification of the United States.

The Right of Officers to a Court-martial.

The manner in which certain officers and non-commissioned officers have been dealt with by the Government in consequence of the report of the Royal Commissioners on War Stores in South Africa has led to much discussion in the newspapers and to questions in the House of Commons. Some of the persons who took part in the discussion think that the officers who are referred to in the report were treated with undue leniency, while others complain that those who received military punishment or censure were condemned without a fair trial, inasmuch as they were compelled to attend the Commission and to answer all questions put to them without having the opportunity of calling witnesses in reply or of being heard by counsel. These last complaints appear to be founded upon a misconception of the power of the Crown with regard to the discharge of military officers. The legal discharge of an officer from military service may be effected either by royal mandate or by the sentence of a court-martial, and the officer affected can only ask, as a matter of favour, that his case should be investigated by a court-martial. In the course of a debate in the House of Commons on Sir R. Wilson's summary dismissal from the army in 1821, the Secretary of State (Lord Londonderry) read the following opinion given by Lord Erskine when at the bar upon the case of some officers who had been similarly dealt with: "I am bound to add that the parties are wholly without remedy. The King is the acting party here. He is at the head of the army, and the grounds of his decision cannot be questioned in any court of law, and whenever his Majesty dismisses an officer, whether of the highest or lowest rank, he loses all benefit belonging to his situation according to the articles of war, and this every soldier must know when he enters the army." In the same debate it was stated that within a comparatively short period more than two hundred officers had been removed from the army without a trial, and in several instances after they had

been acquitted by court-martial, not from any notion that the court-martial had acted improperly, but because there were many cases in which legal guilt could not be proved, but in which, notwithstanding, there were circumstances affecting the harmony of the regiment or the conduct of the officer which called for summary action. The gentlemen in the present case, whose conduct was investigated by a number of officers of high military rank, presided over by a learned and experienced judge of the High Court, cannot, we think, be considered to have been subjected to any particular hardship.

Options to Purchase Contained in Leases.

FURTHER LIGHT is thrown upon the question of options to purchase contained in leases by the decision of WARRINGTON, J., in *Worthing Corporation* v. *Heather* (1906, W. N. 172), where the learned judge held that the estate of the deceased lessor was liable in damages for breach of the covenant though it was not restricted within the limits of perpetuity. This ruling appears to be contrary to the views of a learned writer in this journal (42 SOLICITORS' JOURNAL, 650). The facts in the case under consideration were as follows: In 1878 Mrs. HEATHER demised land to the plaintiffs' predecessors for thirty years from the 29th of September, 1876, to be used as a public park, and the lease contained a proviso that at any time during the term Mrs. HEATHER, her heirs or assigns, would, on receiving notice from the plaintiffs of their desire to purchase the land, convey it to them for £1,325. Mrs. HEATHER died in 1902. In 1905 the plaintiffs served on her devisees notice of their desire to purchase. The devisees maintained that the option was void as infringing the Rule against Perpetuities, and the corporation brought this action against them and Mrs. HEATHER'S executor for specific performance of the contract to sell, or, in the alternative, damages for breach of contract and administration of Mrs. HEATHER'S estate. It seems to have been admitted that since the decision in *Woodall* v. *Clifton* (1905, 2 Ch. 257) specific performance against the devisees of the covenant to convey would not be granted, and although it does not appear from the present report upon what ground this admission was made, it would appear that it was considered that it was the Rule against Perpetuities which stood in the way. It is submitted that the true ground why specific performance could not be granted was that the devisee was not bound by the covenant because it did not run with the reversion: see 50 SOLICITORS' JOURNAL, 705; *Woodall* v. *Clifton* (*ubi suprà*). If it was the Rule against Perpetuities which stood in the way, then it is submitted that the views of the learned writer already referred to ought to have prevailed. The question still remains open whether specific performance would be granted supposing the action had been against the original lessor in his lifetime and before he had parted with the reversion.

Final and Interlocutory Orders.

IN A general sense the distinction indicated by the terms "final" and "interlocutory" as applied to orders of the court is sufficiently clear; an interlocutory order is one made in the course of the proceedings; a final order is one that brings the proceedings to a close. But the special circumstances of particular actions frequently make it a matter of difficulty to apply this test, and others have from time to time been proposed. JESSEL, M.R., in *Re Stockton, &c., Co.* (27 W. R. 433, 10 Ch. D. 335), regarded the distinction as being between orders which determine the rights of parties and orders which do not determine their rights. In *Salaman* v. *Warner* (39 W. R. 547; 1893, 1 K. B. 734) it was laid down in the Court of Appeal that a final order is such that, whichever way it is given it will, if it stands, finally dispose of the matter in dispute. But if, while it will dispose of the matter if given in one way, it will allow it to go on if given in another, it is interlocutory. Consequently an order dismissing an action on a point of law raised by the pleadings was held to be interlocutory. But in *Bozson* v. *Altrincham Urban Council* (51 W. R. 337; 1903, 1 K. B. 547) the Court of Appeal preferred the earlier test—the order is final if it finally disposes of the rights of the parties. In the recent case of *Re Crossdell and Cammell, Laird & Co.* (*Limited*) (1906, 2 K. B. 569), an opportunity seemed to have occurred for reconciling these tests, and the full Court of Appeal sat to determine whether the order under appeal in that case was final or interlocutory. An arbitrator had made an award in the form of a special case, but the Divisional Court set it aside on the ground of technical misconduct on the part of the arbitrator. It was held, however, that, whichever test was applied, such an order, since it determined no rights, but left the parties to proceed in the arbitration anew, was interlocutory only. The Master of the Rolls also excused the court from enunciating any general rule on the subject, since this was properly the work of the Rule Committee. The form which the rule, thus in effect promised, will assume will be awaited with interest.

Ademption of Legacies.

THE DOCTRINE of ademption of legacies by gifts *inter vivos* upon which an interesting decision was given by EADY, J., in *Re Heather* (54 W. R. 625; 1906, 2 Ch. 230) forms a somewhat singular contrast to the principles upon which the court acts in the construction of wills. A will must be construed according to its literal meaning, however contrary may be the resulting division among the testator's children to that which he might be supposed to intend; but if, after he has made his will, he makes an advance to one of his children or to a person as regards whom he has placed himself *in loco parentis*, the court puts itself in the place of the testator, and since it supposes that he would probably not intend the child or adopted child to have both the share under the will and the sum advanced, it treats the sum advanced as an ademption *pro tanto* of the benefit given by the will. "Looking at the ordinary dealings of mankind," said WIGRAM, V.C., in *Suisse* v. *Lowther* (2 Hare 435), "the court concludes that the parent does not, when he makes that advancement, intend the will to remain in full force, and that he has satisfied in his lifetime the obligation which he would otherwise have discharged at his death; and having come to that conclusion, as the result of general experience, the court acts upon it, and gives effect to the presumption that a double provision was not intended." And in *Fowker* v. *Pascoe* (23 W. R. 538, 10 Ch. 343), JAMES, L.J., observed that the principle was that the will shewed the distribution which the father thought just and expedient among his children, and that it was to be presumed that a subsequent advance was an anticipation of the testamentary provision. But the reason of the doctrine shews that it should be confined to distribution among children, and where the distribution directed by the will is between a child and a stranger there is no similar presumption that it shall not be affected by any subsequent advance made to the child. "I know of no case," said EADY, J., in *Re Heather* (*suprà*), "where the doctrine has been applied against a child in favour of a stranger," and he observed that such application of it would work particular hardship. In that case the testator had bequeathed a legacy of £3,000 to an adopted daughter, and he divided the residue of his estate between her and a stranger. After the will he gave her various sums of money, including one of £1,000. It was held that this was no ademption *pro tanto* in favour of the other residuary legatee, either of the legacy of £3,000 or of the share of residue.

Salary or Wages.

AN INTERESTING point in bankruptcy law was recently decided by Judge BOMPAS, K.C., at the Bradford County Court in the case of *Re Roberts*. The bankrupt was a fish salesman earning 28s. per week, paid weekly, and liable to a week's notice to terminate his employment. The official receiver applied under section 53 (2) of the Bankruptcy Act, 1883, for an order that a proportion of these earnings should be set aside for the benefit of the creditors. Section 53 (1) applies to the case of a bankrupt who is an officer in the army or navy or employed in the civil service. Sub-section 2 provides that "where a bankrupt is in receipt of a salary or income other than as aforesaid . . . the court, on the application of the trustee, shall from time to time make such order as it thinks just for the payment of the salary, income, . . . or any part thereof to the trustee to be applied by him in such manner as the court shall direct." The question for decision was whether the bankrupt's earnings were salary or income within the sub-section. For the bankrupt it was argued that they were the wages of a

workman, and that the case was governed by *Re Jones* (60 L. J. Q. B 752), where CAVE, J., said, "We cannot say that the wages of a working man are salary or income within the section." It was also contended that as the bankrupt was liable to be dismissed at a week's notice his earnings were stamped with an element of contingency and uncertainty, and came within the ruling of the bone-setter's case (*Re Hutton*, 54 L. J. Q. B. 54), where COTTON, L.J., said: "Income of a similar kind with that in the preceding section is intended. The order must not deal with contingent or possible income. You cannot force the bankrupt to go on earning this income." The official receiver contended that the earnings constituted a salary. He relied on *Re Shine* (61 L. J. Q. B. 253), where FRY, L.J., said: "It appears to me that whenever we get these four things predicated of a sum of money—first, that it is for services rendered; secondly, that it is under some contract or appointment; thirdly, that it is computed by time; and fourthly, that it is payable at a fixed time—we have a salary, and that it is not the less a salary because it is liable to be determined by the paying party, or that it is liable to deduction." *Re Hutton* could be distinguished, because in that case the earnings were analogous to the fees of a professional man, with no regularity of payment or amount, and no contract. The *dictum* of CAVE, J., was not necessary to the decision in *Re Jones*. There the bankrupt was a working collier, and his earnings would vary in amount according to the quantity of work done, or the time spent in doing it. It could not be said that a person in the position of the bankrupt was a working man in the ordinary sense. The learned judge, with some hesitation, decided that the case was governed by *Re Shine*, and he accordingly made an order for the payment of £1 per month. We cannot help thinking that a contrary decision would have excluded from the Act a large class of people to whom it was intended to apply.

Relaxation of the Law of Evidence.

AMONG THE changes introduced into the administration of English law within the memory of those still living none is more striking than the relaxation of the law of evidence. The rule by which in commercial causes application may be made to the judge charged with commercial business to dispense with the technical rules of evidence, for the avoidance of expense and delay which might arise from commissions to take evidence and otherwise, is an example of an impatience of restrictions which found great favour with the judges of the first half of the last century. The question at the present day in cases tried by a judge without a jury and in arbitrations is merely, Is evidence which is tendered objected to by the opposite party? If no objection is made the evidence is generally admitted. An extract from the judgment of POLLOCK, C.B., in *Barrat* v. *Allen* (7 Ex. 609) will explain how that learned judge would have regarded these innovations. "I think that it is in the discretion of the judge whether he will admit the evidence . . . otherwise if the parties agreed that a witness should give his evidence unsworn, or if a person openly declared himself an atheist, I do not see why those persons might not be examined. The consent of the parties will not entitle them to use an affidavit which is inadmissible. . . . I think that the judge in his discretion has a right to insist on the law of England being administered, and when any departure from it is proposed, to say to the parties, 'You shall not make a law *for* yourselves.' It would scarcely be an exaggeration to say that the disposition of many of our judges at the present day is, at any rate in the administration of the civil law, to allow the parties to make a law *for* themselves.

The members of the Chancery bar who have been recently made King's Counsel will practise before the following judges of the Chancery Division: Mr. Peterson, K.C., before Mr. Justice Neville; Mr. Jessel, K.C., before Mr. Justice Kekewich; Mr. Mark Romer, K.C., before Mr. Justice Parker; and Mr. Cassel, K.C., before Mr. Justice Neville.

When the Criminal Appeal Bill, piloted through the House of Lords by the Lord Chancellor, comes on for second reading in the Commons (in charge of the Attorney-General), Mr. Rawlinson intends to submit a motion for its rejection in the phraseology customary at so late a period of the Session: "That the Bill be read a second time upon this day three months."

Grants of Patent Rights.

THE exact nature of the property rights conferred on the grantee and his successors in title by a grant from the Crown of letters patent in respect of an invention has not yet been very perfectly defined or declared by the statutes and judicial decisions relating to patent rights. A recent case in the High Court of Australia on the subject will be found to afford a valuable contribution to the law on the theory of patent rights in English jurisprudence, and the contribution is the more valuable as coming from a court of high authority administering purely English law—in fact, one may say, the only British court of equal authority outside the United Kingdom which does administer nothing but purely English law. In *Potter* v. *Broken Hill Proprietary Co.* (3 Commonw. L. R. 481) the actual point decided was, stating it in the narrowest compass, that an action for infringement of a New South Wales patent could not be brought in a Victorian court. Incidentally, opinions were expressed which throw light on the nature of a patent grant, and we propose to say something on the following three points in patent law: (1) The general nature of the grant itself; (2) the negative nature of the rights conferred by it; (3) the likeness of patent rights to immovable property.

1. In Edmunds on Patents (2nd ed.), p. 3, it is said: "The grant of letters patent conferring a monopoly is a power within the prerogative of the Crown (now, however, regulated *as to procedure* by the provisions of the Patents Act, 1883)." It may be doubted whether the words "as to procedure" correctly describe the limitations now placed on the power of the Crown to grant patent rights. In *Potter* v. *Broken Hill Proprietary Co.* (*supra*) GRIFFITH, C.J., after referring to the general nature of the rights under a patent, said: "How is it created? In my opinion there can be only one answer to this question—by the sovereign power of the State. The grant of monopolies was originally regarded as an exercise of the Royal prerogative. In England the exercise of the sovereign power is now in effect (whether it is or is not in form) exclusively regulated by statute, and in New South Wales, whether the Royal prerogative could or could not have been exercised without legislation, the power of creating monopolies is now regulated by statute." It would certainly seem that, at the present day, and even with respect to patents granted in the United Kingdom, it is more accurate to describe such a grant as an exercise of "the sovereign power" rather than "the prerogative of the Crown"—the Crown's prerogative now being only exercised by delegation from the sovereign power.

2. It is not always remembered that the rights conferred by a patent grant are in their nature negative—that is, the grantee is not so much authorized to make use of his invention, as he is authorized to prevent other persons making use of it. One result of this is that, where there are co-owners of patent rights, each owner has the right of making use of the invention and restraining other persons from using it, without the necessity for any permission or authority from his co-owners. This appears very clearly in *Steers* v. *Rogers* (1893, A. C. 232), where it was held that one owner of a patent, who had mortgaged his share to his co-owner, could not call upon the latter to account for the profits made in the use of the invention. *Steers* v. *Rogers* was cited in the Australian case, and it was pointed out by GRIFFITH, C.J., that the same doctrine had been laid down by the Supreme Court of the United States in *Bloomer* v. *McQuewan* (14 How., at p. 549) as follows: "The franchise which the patent grants consists altogether in the right to exclude everyone from making, using, or vending the thing patented without the permission of the patentee."

3. The most important of the three points under consideration is, for practical purposes, the analogy between patent rights and immovable property or land. Patent rights, strictly speaking, fall neither under the head of land nor of goods. They are, indeed, private rights in the nature of property, and "though they do not involve ownership of any material object, may be called statutory property": Introduction to Encyclopædia of Laws of England (2nd ed.), p. 10, by Sir FREDERICK POLLOCK. In *National Society for the Distribution of Electricity*

v. *Gibbs* (1899, 2 Ch., at p. 299) COZENS-HARDY, J., observed that the right under letters patent "is for all purposes to be regarded as *property*. It passes on bankruptcy as part of the *assets* of a bankrupt. On the death of a patentee duty is payable on it as part of the *assets* of the deceased." The abstention of the learned judge from using the word "personal" can hardly have been accidental. Patent rights, in fact, seem to be called "personal property" simply because they are not rights attaching to real property or land, and because the grant is always made to the patentee's "executors, administrators, and assigns." In *Steers* v. *Rogers* (*suprà*) Lord HERSCHELL expressly deprecated the notion that a patent right was "a chattel or analogous to a chattel." The Australian case above referred to seems to be the first reported case in which the analogy of patent rights to land has been judicially noticed. The following extracts from the judgment of the Chief Justice are noteworthy: "I will consider first what is the nature of a patent for an invention. It is sometimes described as incorporeal personal property, a description which is sufficiently accurate for some purposes. It is, no doubt, personal property as distinguished from real property, and in that sense it may be described as a chattel. In *Steers* v. *Rogers* Lord HERSCHELL said," quoting the passages already referred to, and the passage from the American case also referred to above. The Chief Justice then continued: "There is no doubt also that this franchise or monopoly has no effective operation beyond the territory of the State under whose laws it was granted and exercised. In this respect it partakes of the nature of an immovable as distinguished from a movable. It is true that the distinction taken between movables and immovables by writers on international law has never, so far as I know, been expressly applied to the case of patent rights. Yet there can be no doubt that, as the right is the creation of the State, the title to it must devolve, as in the case of land, according to the laws imposed by the State. In two important particulars, therefore, it is analogous to an immovable. It differs from an immovable in that it is neither itself visible nor appurtenant to any particular thing that is visible and fixed within the State. It may perhaps be regarded as in a sense appurtenant to the whole territory."

Notwithstanding that the last few words may perhaps be thought to go rather far, the principle appears to be sound in laying down that, from the very nature of the right, the maxim *mobilia personam sequuntour* would not apply so as to make patent rights devolve according to foreign law. In this assimilation to the law of immovable property there is, in fact, a considerable analogy to the case of *bona vacantia*, or personal chattels lying ownerless, within the ambit of the State's territory. It has been held that on the death of a bastard intestate, domiciled in a foreign country but leaving movables in England, the English Crown, and not the foreign State, is entitled to the property: *Re Barnett's Trusts* (1902, 1 Ch. 847).

On the assembling of the Divorce Court last week, the learned President (the Right Hon. Sir Gorell Barnes) said that he wished to refer to two matters which had come under his notice. A short paragraph had appeared in some newspaper referring to the state of business in the Divorce Court. The paragraph stated that it was a hardship that the undefended cases were not disposed of before the Long Vacation and that some of them had been eighteen months ready for hearing. Although as a rule he never took any notice of any such statements, he did so now because such a statement might affect the action of persons who were desirous of bringing their suits in this court. The facts were so different from the statement that he thought it worth while to say that every undefended suit entered for trial last term was disposed of before the court rose, and he thought that included cases in the undefended list which had been entered after the beginning of term. No only so, but all the other probate and divorce cases in the defended special and jury lists, with the exception of a few cases which had stood over for reasons proper in the case, were disposed of, so that the list was entirely cleared. With regard to the undefended cases, the court had arranged to take a very large number of those cases on the first two or three days of the sittings, so as to break down the list as quickly as possible. The remainder would be taken on Mondays, which was the only day on which they could be taken. He wished it to be understood that there was no delay in dealing with such cases. The second matter related to a correspondence and comments in the Press during the Long Vacation on the manner of taking the oath. For some years a notice had been posted in this court to the effect that the oath could be taken in the Scotch form. That oath had been employed in many cases, but possibly it might be more often used if it became known that there was liberty to do so.

The Guardianship of Children.

FEW departments of the law present such difficulties as the guardianship of children, and the indefiniteness which frequently besets questions of the custody of children becomes intensified when it is a case of ascertaining the power of a guardian over their property. Fortunately the enumeration of the numerous kinds of guardians to be found in the text-books need not frighten the student, for many of them are obsolete or have become of little importance. It is now rarely necessary to notice any guardianships except such as spring directly out of the parental relation or are constituted under statute or by the court for the purpose of replacing that relation; though reference has sometimes to be made to guardianship in socage for the purpose of defining the powers of testamentary and other guardians.

The father is during his life the natural guardian of his children, and this may be changed from a popular to a legal statement by saying that he is their guardian by nature. This guardianship lasts till twenty-one, but at law it was only recognized over the father's heir apparent. Equity has given to it a wider scope, and has ascribed to natural law the guardianship which a father has over all his children. The recognition of a separate guardianship "for nurture" has now, it would seem, ceased to be necessary. When guardianship by nature was restricted in the manner just stated, there was a reason for constituting in the case of other children than the heir a species of guardianship, and this was done in the guardianship for nurture. It lasted till fourteen, and upon the death of the father devolved upon the mother: see *Reg.* v. *Clarke* (7 E. & B., p. 192). But the process of merging this guardianship in a guardianship by nature extending to all the children and lasting till twenty-one had already begun at common law before the Judicature Acts (*Reg.* v. *Howes*, 3 E. & E., p. 336), and those Acts have naturally hastened the process. "The law of England," said BRETT, M.R., in *Re Agar-Ellis* v. *Lascelles* (24 Ch. D., p. 326), "is, that the father has the control over the person, education, and conduct of his children until they are twenty-one years of age," though it should be added that he did not base this statement on guardianship—"the father has greater rights than a testamentary guardian, or any other guardian can have"—and he disclaimed the idea that there had been, as regards the assertion of the father's rights by *habeas corpus*, any distinction between law and equity. It is now, however, well recognized that the question arising upon the issue of a writ of *habeas corpus* is different from that which arises when considering the extent of a father's powers over his children, and the determining factor, as regards age, is neither the age of fourteen, which is the limit of guardianship for nurture, nor the age of twenty-one, which is the limit of guardianship by nature. The critical age is the age at which the child can be regarded as free to choose whether it will return to its father or not, and this has been fixed at fourteen for boys and sixteen for girls without reference to actual mental capacity in the particular case: *Reg.* v. *Clarke* (*suprà*); *Re Andrews* (L. R. 8 Q. B. 153). A child who is not in the custody of the father will, in the absence of special circumstances of unfitness on his part, be restored to him on *habeas corpus* if below the age of consent; if above, the child can elect whether to return or no. But in questions other than those relating to this writ, the authority of the father extends to twenty-one; and similarly the jurisdiction of the Divorce Division to make provision for children under the Matrimonial Causes Acts extends to the same age: *Thomasset* v. *Thomasset* (42 W. R. 658; 1894, P. 205).

Upon the death of the father the guardianship usually devolves upon the testamentary guardian appointed by him under 12 Car. 2, c. 24, either solely or jointly with the mother by virtue of the Guardianship of Infants Act, 1886. If there is no such guardian a guardian can be appointed by the court. The testamentary guardianship is a continuation of the paternal authority (*Eyre* v. *Countess of Shaftesbury*, 2 P. Wms. 103), and it is a rule applicable to all guardians that they are in the position of trustees. "The relation of guardian and ward," said ROMILLY, M.R., in *Mathew* v. *Brise* (14 Beav. 341), "is strictly that of trustee and *cestui que trust* . . . A

guardian is not only trustee of the property, as in an ordinary case of trustee, but he is also the guardian of the person of the infant with many duties to perform, such as to see to his education and maintenance." But though the position of a guardian is analogous to that of a trustee in that he must account for whatever property of the infant comes into his hands, and is not allowed to make any profit out of his office, yet he has not the definite rights in property which a trustee has. The statute, said WIGRAM, V.C., in *Gardner* v. *Blane* (1 Hare 381), enabled the father to give to the testamentary guardian certain powers, but the precise extent of those powers over the property of the infant was by no means certain. The testamentary guardian had no estate, and was frequently unable to act effectually without the assistance of the court." Hence it was held in that case that the appointment of a testamentary guardian by the father under 12 Car. 2, c. 24, was no objection to the appointment by the court of a receiver of the infant's estate.

This indefiniteness as regards the power of the testamentary guardian is the less surprising seeing that it equally prevails as regards the powers of the father as guardian. The law, indeed, is clearer as to his liabilities than as regards any corresponding powers, and if he obtains possession of any real property of his child he will be treated as a bailiff (*Wall* v. *Stanwick*, 34 Ch. D. 763), and will be required to account accordingly. It is, indeed, said that as regards property he is only a *quasi*-guardian until regularly appointed guardian of the estate by the court. In that case he gives security, and is altogether under the control of the court, as any other guardian of the estate would be: Eversley on the Domestic Relations (3rd ed., p. 612). The only definite rules as to the powers of a guardian in respect of property seem to be derived from guardianship in socage, which arose where an infant under the age of fourteen years took lands by descent. But the powers extended only to the leasing and management of the land, and did not permit of its alienation, except perhaps during the guardianship, subject to accounting afterwards to his ward: *R.* v. *Oakley* (10 East, 491). It was his duty to receive the rents and profits for the infant until he reached fourteen, and to discharge the obligations incident to the ownership. He was entitled to the possession of the land, and had not a mere office or authority, but an interest therein. Hence he might maintain trespass and ejectment, avow for damage feasant, make admittance to copyhold, and lease in his own name: *R.* v *Oakley*. But such lease was good only as long as the guardianship lasted—that is, till the infant attained fourteen; it was then voidable by the infant, but he might confirm it by acceptance of rent or other suitable act.

These powers the father had as guardian in socage, but as regards other property, not the subject of this species of guardianship, he had no defined powers, and, in the case of land, he could create no greater interest than a tenancy at will: *Pigot* v. *Garnish* (Cro. Eliz. 678, 734). His guardianship by nature or for nurture did not extend to the infant's estate; and, as regards this, it was, as just stated, necessary for him to obtain the position of a guardian by appointment by the court. The powers of a testamentary guardian were more extensive, for by 12 Car. 2, c. 24, such guardians were put on the footing of guardians in socage, the guardianship applying to all the property of the ward and extending to the age of twenty-one years. Under section 9 of that statute the guardian may take into his custody to the use of the child the profits of all his lands, and also the custody and management of his personal estate, till he attains twenty-one, and may bring such actions in relation thereto as by law a guardian in common socage might do. And since by section 4 of the Guardianship of Infants Act, 1886, every guardian appointed under that Act has all the powers of a testamentary guardian appointed under 12 Car. 2, c. 24, the powers of guardians generally are now regulated by the powers formerly possessed by guardians in socage.

The powers of guardians over the land of their wards have been supplemented by modern statutes. First, under the Infants' Property Act, 1830, the court could sanction leases; next, by section 41 of the Conveyancing Act, 1881, the powers of the Settled Estates Act, 1877, were applied to the estates of infants; and, finally, the Settled Land Act, 1882, put an infant owner of land in the position of tenant for life, and provided for the exercise of the powers of a tenant for life on his behalf. In general these provisions make it unnecessary to consider the exact position of guardians with respect to the property. The chief duties of a guardian consequently relate to the custody, maintenance, and education of his ward. Until the child attains an age at which it can choose for itself—fourteen in the case of boys, sixteen in the case of girls—the custody of the guardian is the only legal custody. The court, it was said in *Re Andrews* (*suprà*), is bound to hand over the child to the custody of the guardian, as the only custody legally free from restraint. And the guardian has a discretion as to the education of the ward and can decide whether he shall be placed in a school or shall reside with a relation: *Talbot* v. *Earl of Shrewsbury* (4 M. & C. 672), and also can change the tutors and others employed for his benefit. In *Eyre* v. *Countess of Shrewsbury* (*suprà*) Mr. Justice EYRE, who was the survivor of three guardians, claimed to remove Dr. STUBBS, the tutor of the infant Earl of SHREWSBURY, appointed by his mother, with the view, apparently, of sending the boy to a public school. It was held that the guardianship survived, and it was ordered that Dr. STUBBS should be discharged. "Though," said Lord MACCLESFIELD, C., "Dr. STUBBS may be a good, learned, and pious man, yet he may not be so fit to attend the young Earl to all places, for instance, to courts, places of exercise, and diversions, &c., at which it may be proper for his lordship to appear." "But I must differ," he curiously adds, "from Mr. Justice EYRE as to sending the infant to a public school, which may be thought likely *to instil into him notions of slavery*." The qualities of tutors and the ideas of public schools seem to have both changed since Lord MACCLESFIELD's day. It is the duty of guardians to keep a control over their wards with a view to avoid their getting into difficulties through extravagant habits, though where this has happened they should apply to the court for assistance. "In those cases," said ROMILLY, M.R., in *Kay* v. *Johnston* (21 Beav. 536), "the guardians apply to the court in chambers to afford such assistance to the ward as may extricate him from his difficulties and put him in a better course of credit. This court has always interfered, and I have had many instances of that kind in chambers in which the interposition of this court has been usefully exercised." In short, while a guardian's position is one of responsibility, and requires at once tact and discretion, he has always the opportunity of taking the instructions and procuring the assistance of the court in circumstances of special difficulty.

Mr. Justice Ridley, Mr. Justice Phillimore, and Mr. Justice Bucknill have been appointed the Parliamentary election petition judges for the ensuing year.

Mr. Justice Bucknill and Mr. Justice Walton have exchanged their circuits for the winter assizes; and the former will now go on the second part of the South-Eastern Circuit, while Mr. Justice Walton will take his place at Stafford and Birmingham on the Oxford Circuit.

It is understood, says the *Times*, that, should the House of Lords, sitting as the supreme appellate tribunal, affirm the decision of the Lords Justices of Appeal in the case of *The King* (*on the prosecution of the Board of Education*) v. *The County Council of the West Riding of Yorkshire*, the Government will, in the event of their Education Bill receiving the Royal Assent this session, introduce early next year an Indemnity Bill for the relief of those local authorities who have acted upon the generally accepted interpretation of the Act of 1902 with regard to religious instruction in elementary schools. This would cover, not only the unintentional irregularities already committed, but also similar surchargeable acts committed during the interval prior to January, 1908, when it is proposed that Mr. Birrell's scheme shall come into operation.

It was unlikely, says a contemporary, that the visit of the Lord Mayor-elect to the Law Courts recently could have so diverting a sequel as attended a similar expedition of a generation ago. His lordship of that year went through the usual routine, attended by the Recorder and sheriffs, and, with the hospitable instinct which has ever distinguished Lord Mayors, invited the judges to dine with him. Then he left the court with his retinue, and proceeded towards the exit, on the best of terms with the world in general and himself in particular. Near the doorway was a big jovial-looking youngster, whose new wig and gown were evidence that he had but newly begun to practise. "Ah, my young friend!" said the patronizing Lord Mayor, "Picking up a little law, I suppose?" The young barrister bowed low as he answered, "I shall be delighted to accept your lordship's hospitality. I think I heard your lordship mention seven as the hour." The retort was that of a master of retorts—Frank Lockwood, rapidly coming to his own.

The Year Books.

THE appearance of another volume in the edition of the Year Books* which is being issued by the Rolls Office under the editorship of Mr. PIKE calls attention to the useful work which is being done in making these interesting records accessible to the student of our law. The present volume contains some eighty cases of the Easter, Trinity, and Michaelmas terms of 1345, and a perusal of these reveals many points of interest bearing on the development of the law or on the social condition of the times. To a considerable extent the reports are concerned with real actions, and writs of novel disseisin are as prominent a feature as writs of ejectment in reports of a later date. Indeed most of the ordinary real actions which are met with in the old law are represented here.

One of the earlier cases (p. 12) shews how courts of justice may become helpless to relieve against the absurdities of their own procedure, and then, as now, it was necessary for the Legislature to intervene in the interest of suitors. "JOHN GISORS sued by writ of debt for seven years against several defendants, who, after the grand distress, fourched by *idem dies*, that is to say, when the distress was returned upon one, he appeared and took a day by *idem dies*, and one who had a day by *idem dies* now made default"—so runs the opening of the report, and Mr. PIKE explains the real trouble shrouded under this somewhat enigmatical language. The device of "fourching" was practised for the sake of gaining time when there were more defendants than one. The law had always apparently been lenient in regard to the appearance of defendants, and a defendant might "essoin" or excuse himself from time to time. This led to such abuses that a check was put upon the practice by the Statute of Westminster I., and in certain actions a defendant, having once appeared, could not be essoined, though he might, if he pleased, appoint an attorney to act for him. But in the case of several defendants it was necessary to secure the attendance of all at the same time, and hence arose the obvious plan of "fourching." If there were two defendants, A. and B., A. would make default in appearance, and B. either appeared or was essoined. A.'s default was no fault of B.'s, so B. had another day appointed, and the same day—the *idem dies* of the report—was given for A.'s appearance. Next time A. duly appeared, but B. was in default, so A. had a further day appointed and *idem dies* was given for B. This might go on indefinitely, and even after appearance had been compelled by distress. For real actions the device was stopped by the Statute of Westminster I., but this did not apply to personal actions, and hence the case of *John Gisors*, in which, as the above quotation shews, the fourching had gone on for seven years. At length counsel applied on the plaintiff's behalf that a summary end might be made of the matter as against those in default, but the court said that this could not be done in the absence of any statute.

A case of *Entry ad terminum qui praeterit* (p. 42)—that is, an action by a remainderman to recover the land after the determination of the previous limited estate—is an excellent introduction to the numerous cases which have arisen upon the construction of limitations in a deed where the estate specified in the premises differs from that specified in the *habendum*. A grant in frank-marriage had been made to husband and wife which, without mention of heirs in the premises, would enure for the benefit of their issue, but the *habendum* was for their lives. The question was whether the premises or the *habendum* were to prevail. Counsel for the remaindermen relied upon the effect of the whole deed as being in favour of an estate for lives only. "It is all one deed and one livery; therefore the judgment must be in accordance with the whole deed." But the court took the view that the estate given by the premises, if certain, would prevail. "I saw," said WILLOUGHBY, J., "Sir RALPH DE HENGHAM give judgment, with regard to such deeds as have the clause of gift contrary to the *Habendum et Tenendum* clause, in accordance with the purport of the first clause"; and HILLARY, J.: "A gift in frank-marriage is as definite as a gift in fee tail; and the estate can be enlarged by the *Habendum et Tenendum* clause, but not restricted." The modern statement of this rule will be found in Norton on the Interpretation of Deeds (chap. xv.)

The niceties of procedure are reflected in various cases. In an Entry *sur disseisin*, at p. 92, in which the claimant had succeeded to the Earldom of Huntingdon since the writ was purchased, it was argued that the writ had abated, and it was alleged that the same would happen if a clerk who brought a writ was made bishop. The result is left in doubt. In an Assise of Novel Disseisin (p. 104) the claimant was alleged to be barred by a previous writ of Mort d'Ancestor, but the validity of the earlier writ was denied for its false Latin, because it had *tenet* where it should have been *tenent*. In a cause of alleged nuisance by interfering with the navigation of the River Lea (p. 178), the jury, upon being charged, could not at first agree. Consequently the court went off to dinner, and after dinner THORPE, J., took the verdict at St. Clement's Church. It was objected that this had been taken out of court, and not at a proper time, but SCOT, C.J., upheld the procedure: "We can take a verdict by candle-light if the jury will not agree; and if the court were to move we could take the jurors about in carts wi h us, and so justices of assise have to do." This is an interesting reference to a well-known incident of mediæval circuit life. We believe the matter occasionally ended by the obstinate jury being left in the ditch, unless they experienced the worse fate of being sent to prison.

An interesting question as to giving particulars of damage was raised in an action of trespass (p. 124). The plaintiff alleged that the defendant had forcibly taken from him a hutch in which were ten quarters of wheat and ten charters, and he claimed £20 damages. The jury found in the plaintiff's favour with damages, but it was alleged that no judgment could be given on the verdict, because the plaintiff had not specified the quantity of land comprised in the charters, nor whether the charters were in his hands as owner or merely as custodian. For the plaintiff counsel urged that this might be so in *detinue*, where the object was to recover the writings, but not in trespass, where the object was to recover damages for carrying them away. He was successful, and judgment was given for the plaintiff for the damages assessed by the jury. This was affirmed upon error, but the report ends with a *quære*. A petition to the King, reported at p. 138, naturally caused resentment in the King's Bench. The petitioner, ROBERT HOVEL, alleged that an assise had been determined against him in that court contrary to law. The petition was transmitted enclosed in a letter under the Privy Seal to Sir WILLIAM SCOT, Chief Justice of the King's Bench. ROBERT was speedily ordered into custody, the Chief Justice saying that the petition was "a slander against the court in thus surmising dishonesty in its justices." The petitioner's objection was that judgment had been given upon an original writ after the court had moved out of the county, so that the writ was extinguished. The point, however, seems to have been a serious one, and, according to the report, was reconsidered subsequently.

A singular case at p. 176 shews that an unsuccessful attempt at rescuing a criminal on the way to execution might nevertheless turn out well. As a thief was going to the gallows he was rescued by force. He was retaken, but instead of being executed was brought up to shew cause. Thereupon he claimed his clergy and escaped. In an action of waste (p. 194) it appeared that a kitchen in a house had been burnt by "a strange woman," and the tenant had cut wood to rebuild it, and thereby improved the house. Counsel for the tenant urged that he could not have avoided the burning, and relied upon the analogy of an incursion by an enemy. "Quite recently it was found in this court, on a writ of waste, by inquest taken by default, that the Welsh had landed on the sea-coast and burnt a manor, and it was adjudged that this was no waste." But the court rejected the analogy, and gave judgment in respect of the waste by burning, though not as to the cutting of timber. A case at p. 310 shews that a man might be liable in damages if he had improperly sued out execution, as if he proceeded to execution on a statute merchant after he had given an acquittance for it. But where the executors of the *quondam* creditor did so, they escaped upon the ground that they did not know of the acquittance.

We have not space to give further instances of the interesting matter to be found in the volume—such as the curious position of Chester, where the King's writ did not run (p. 336), the effect upon an easement of unity of possession of the servient and dominant tenements (p. 340), the barbarous punishment adjudged against a man who had struck one of the jurors (p. 452), and the various cases which illustrate the position of serfs, a matter on which Mr. PIKE enlarges in the introduction. The volume is a singularly interesting record of the lawsuits of the day, and indicates that the ancient lawyers were not a whit behind the moderns in their ability to make points.

The King has been pleased by Letters Patent under the Great Seal to grant to the Right Honourable Sir Robert Romer, G.C.B., late one of the Lord Justices of Appeal, an annuity of £3,500.

The Royal Commission on the Poor Laws held meetings at the Foreign Office on Monday and Tuesday of last week, the following members of the Commission being present: Lord George Hamilton (in the chair), the Right Hon. Charles Booth, Sir S. B. Provis, Mr. F. H. Bentham, Dr. A. Downes, Mr. G. Lansbury, Mr. C. S. Loch, Mr. T. H. Nunn, the Rev. L. R. Phelps, Professor Smart, the Rev. H. R. Wakefield, Mr. F. Chandler, Mrs. Bosanquet, Mrs. Webb, and Miss Hill. Evidence was submitted on behalf of (1) the National League of the Blind by Mr. Ben Purse, president of the league; (2) the Association of Superintendents of Poor Law Schools by Mr. William B. Dean, superintendent Poplar Union School, Forest Gate, and by Mr. George Langley, superintendent of the Banstead Cottage Homes; and (3) the National Poor Law Officers' Association for England and Wales by Mr. J. A. Battersby, clerk to the guardians, Holborn Union, and by Mr. R. J. Curtis, clerk to the guardians, King's Norton Union.

* Year Books of the Reign of King Edward the Third. Year XIX. Edited and translated by Luke Owen Pike, M.A., Barrister-at-Law. Published by the Authority of the Lords Commissioners of His Majesty's Treasury, under the direction of the Master of the Rolls. Eyre & Spottiswoode.

Reviews.

The Law Relating to the Colonies.

CHAPTERS ON THE LAW RELATING TO THE COLONIES. By CHARLES JAMES TARRING. THIRD EDITION. Stevens & Haynes.

The most valuable part of this book is the Topical Index of Cases decided in the Privy Council on appeal from the various local courts. Next in order of value come the Topical Index of Cases relating to the Colonies decided in the English Courts otherwise than on appeal, and Chapter VI. giving lists of Imperial Statutes relating to the colonies. Throughout the rest of the book the tabular arrangement is only partially carried out. In any book dealing with so complex a subject-matter as the British dominion beyond the seas, which purports to do more than state and examine general principles, the tabular arrangement or some modification of it, is almost essential. Had this arrangement been adhered to throughout, possibly some of the many omissions would not have occurred. As it is, a careful examination of some of the lists of territories falling under a particular category discloses such a serious want of completeness that the exhaustiveness of any list or enumeration in the book cannot be taken for granted. For instance, on p. 172 a list of twenty-six territories is given to which the Colonial Probates Act, 1892, applies. The list purports to be exhaustive, but eight territories are omitted—viz., Orange River Colony, Falkland Islands, Grenada, Manitoba, Newfoundland, North-West Territories, St. Helena, and St. Vincent. Again, on p. 62 a list of eight provinces purports to be a complete list of Canadian provinces or territories, there being in fact ten (including the North-West Territories as one), and the new provinces of Alberta and Saskatchewan are not mentioned. There are a great number of smaller blunders too. British Columbia (p. 89) is treated as if it were independent like Newfoundland. The Falkland Islands (p. 287) are impliedly asserted to be part of Australasia. British New Guinea (now Papua) is not mentioned at all. Tasmania is sometimes called Van Diemen's Land (pp. 113, 282). The Australian Judiciary Act, 1903, is said (p. 197) to have taken away the right of appeal from the Supreme Court of *Queensland* to his Majesty in Council, the fact being that it is the right of appeal from all the Australian States Supreme Courts that is dealt with. No colonial decisions are cited, and enumerations of local colonial statutes are frequently imperfect, though no hint is given by the author that the list is not exhaustive (see p. 4, as to ascertaining the time at which English law came into force in various colonies). To sum up, this book can only be relied upon so far as it deals with statutes and decided cases of the Parliament and courts of the United Kingdom. At the present day a book relating to colonial law should go beyond this point.

The Law of Banking.

THE LAW OF BANKING, WITH AN APPENDIX ON THE LAW OF STOCK EXCHANGE TRANSACTIONS. By HEBER HART, LL.D., Barrister-at-Law. SECOND EDITION. Stevens & Sons (Limited).

The appearance of a second edition of this book within two years of its first publication is certainly *primâ facie* evidence of merit, and examination of the present edition shews it to be a well arranged and carefully written work. The appendix on Stock Exchange transactions is a most useful addition to the book as it first appeared. An explanation of "Contango" is certainly likely to be welcome to a good many lawyers who are not much accustomed to Stock Exchange transactions. Since the present edition was published the Bills of Exchange (Crossed Cheques) Act, 1906, has become law, thus removing the hardship inflicted on bankers by the decision in *Capital and Counties Bank* v. *Gordon* (1903, A. C. 240), to which case Mr. Hart devotes several pages; the practitioner will, however, be saved some trouble by noticing that section 1 of the new Act is in the precise words of the clause in the Bill set out by Mr. Hart in note (*x*) on p. 520. In the next edition the remarks on the subject of negligence as dealt with in *Young* v. *Grote* (p. 293) will probably be modified or re-cast. In a case which has not yet appeared in the regular reports (*Colonial Bank of Australasia* v. *Marshall*) the Judicial Committee of the Privy Council have upheld a decision of the High Court of Australia, to the effect that the principle of the decision in *Schilfield* v. *Londesborough* (1896, A. C. 514), as to acceptor and endorser, applies as between banker and customer, and that the mere fact of the customer so drawing a cheque as to make it easy for words and figures to be fraudulently inserted is not in itself negligence for which the customer must suffer. This would practically get rid of *Young* v. *Grote* (1827, 4 Bing. 253), where the difficulty as to negligence arose through the finding of an arbitrator as to negligence not being subject to review by the court. A few mechanical defects might well be corrected in a new edition. At p. 763, in note (*o*), old editions of two text books are referred to, making the references nearly useless; the latest edition of what Mr. Hart calls "Robbins on Mortgages," is the 7th edition of Coote on Mortgages, the editor being Mr. S. E. Williams. References to Law Journal and other reports might also be given in the table of cases on some regular plan; references to contemporary reports are now only given occasionally and in a haphazard way. More serious objection may be taken to the statement, on p. 616, that "discounting," as carried on by bankers, is essentially a form of "*lending*," for which, moreover, the only authorities cited are only two American cases. To speak of discounting as a transaction between a borrower and a lender seems to suggest the wrong analogy; vendor and purchaser seem to answer better as a description of the parties to the transaction. There is a real and sometimes considerable difference between interest and discount, notwithstanding some superficial resemblance, the essential notion of "discount" being abatement of a future right so as to bring it down to its present value. The difference between discounting and lending may be clearly seen by referring to two cases cited by Mr. Hart on p. 616—viz., *Re Land Securities Co.* (1896, 2 Ch. 320) and *London Financial Association* v. *Kelk* (1884, 26 Ch. D., at p. 134). In the latter case Bacon, V.C. says: "'Discounting' is purchasing, not lending."

The Law of Probate.

POWLES AND OAKLEY ON THE LAW AND PRACTICE RELATING TO PROBATE AND ADMINISTRATION. FOURTH EDITION. Re-arranged and in great part Re-written. PART I.: THE LAW. By L. D. POWLES, Barrister-at-Law, District Probate Registrar, Norwich. PART II.: THE PRACTICE. By W. M. WATERTON, Barrister-at-Law, and E. LOVELL MANSBRIDGE, both of the Probate Registry, Somerset House. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This is a practical book by practical men, and a very complete guide to the law and practice of probate. It is the direct descendant of Browne on Probate, of which book it forms a fourth edition. Now, however, the name of Browne disappears from the title-page, and in truth there is little left of the work of the original author. In compiling the third edition the late Mr. Oakley, of the Principal Registry, Somerset House, was joined with Mr. Powles. Now two other gentlemen from the same department are answerable for the practice, while Mr. Powles is responsible for the law. The result of their labours will be found extremely satisfactory to the practitioner. Everything which he is likely to want will be found between the covers of this book, which is well written, exhaustive, and reliable. All reported decisions of any value appear to be noted, and the book is so far up to date that there are references even to cases decided in the present year. We can confidently recommend the treatise to the profession.

Notable Trials.

THE TRIAL OF EUGÈNE MARIE CHANTRELLE. Edited by A. DUNCAN SMITH, F.S.A. (Scot.), Advocate. Sweet & Maxwell (Limited).

This is another volume of the "Notable Scottish Trials" Series, several previous volumes of which have been noticed in these columns. The book consists of a full account of the whole of the proceedings and evidence in the trial of a Frenchman in Edinburgh for the murder of his Scottish wife in the year 1878. The prisoner was charged with having poisoned his wife with opium, and was convicted on evidence entirely circumstantial. The case supplies a good example of this class of evidence, and of how a large number of very weak strands of evidence may be twisted into a rope strong enough to hang a man. It is an interesting case from the point of view of either the lawyer, the medical man, the student of crime, or the man in the street.

The Annual Practice.

THE ANNUAL PRACTICE, 1907: BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES, RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT, WITH NOTES, FORMS, &C. By THOMAS SNOW, M.A., Barrister-at-Law, CHARLES BURNEY, M.A., Master of the Supreme Court, and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. IN TWO VOLUMES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The changes in practice during the past year have been comparatively few, but they have been carefully incorporated in the new edition of the White Book, which has been prepared so as to be ready for the opening of the legal year. Thus the R. S. C. of May, 1906, make an alteration in ord. 13, r. 12, with respect to default of appear-

ance. As before it is necessary to file a statement of claim, except where the writ is specially indorsed; but the similar provisions with regard to Admiralty actions have been transferred to a new rule—r. 12a. Vol. II. now contains at p. 802 the revised fixed costs in cases of judgment by default, and at p. 806 the new regulations as to the Summons and Order Department. And at p. 852 has been introduced an Index to Admiralty Practice, arranged according to the steps in an action, which has been compiled by Mr. Burleigh D. Kilburn. New features such as this shew that editors and publishers are alive to the wants of practitioners and endeavour to supply them. At p. 103 of Vol. I. an unreported case of *Charret* v. *Sneyd* (Channell, J., in Chambers, Jan. 24, 1906) shews that, in the case of payment of a liquidated demand after issue, but before service of the writ, the plaintiff may, if the defendant does not appear, enter judgment in default for the costs. In general arrangement the Annual Practice remains unaltered. The publishers consult the convenience of those using it by inserting the voluminous index at the end of each volume, and, as before, a red edging to Vol. II. makes it easy to turn at once to the part where the Judicature Acts and other relevant statutes are collected and annotated. Some day possibly the Rule Committee will take in hand the long-deferred task of revising and shortening the rules, but till then the White Book will continue to afford the practitioner very efficient guidance in threading his way through the complicated system which he has to help to administer.

The Yearly Practice.

THE YEARLY SUPREME COURT PRACTICE, 1907: BEING THE JUDICATURE ACTS AND RULES, 1873 TO 1906, AND OTHER STATUTES AND ORDERS RELATING TO THE PRACTICE OF THE SUPREME COURT, WITH THE APPELLATE PRACTICE OF THE HOUSE OF LORDS, AND CROWN OFFICE RULES, 1906. WITH PRACTICAL NOTES. By M. MUIR MACKENZIE, B.A., one of the Official Referees of the Supreme Court; T. WILLES CHITTY, Barrister-at-Law, a Master of the Supreme Court; S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law; and JOHN CHARLES FOX, a Master of the Supreme Court (Chancery Division). Assisted by P. M. FRANCKE, E. L. HOPKINS, G. G. ALEXANDER, M.A., WILLIAM W. LUCAS, and E. H. TINDAL ATKINSON, B.A., Barristers-at-Law; and W. J. CHAMBERLAIN, Solicitor of the Supreme Court. IN ONE VOLUME. Butterworth & Co.

The arrangement of the Yearly Practice has now become familiar to the profession. First there are the Consolidated Statutes—that is, the various Judicature Acts so arranged that the provisions upon the same subject are collected together, while a table prefixed to the statutes shews where the provisions of the different Acts are to be found; then the Rules of the Supreme Court with full notes, this part being indicated by a blue edging; and the latter part of the work is occupied with the Appendices to the Rules, with rules made under various statutes and other rules, and with much miscellaneous information bearing on practice. All this represents a very varied collection of matter, and though the practitioner would be glad enough if it could be reduced, yet, while the practice remains what it is, his one requirement is that he shall be sure of finding that practice sufficiently stated in readily accessible form. This is a requirement which those responsible for this work expend much trouble and ingenuity in satisfying. A leading feature in the past year has been the issue of a new set of Crown Office Rules, and these, except such as deal solely with criminal procedure, are printed in the present volume, the notes on Crown practice being, however, inserted as before under ord. 68, r. 2. The preface states that the notes to orders 1-14 and 16-18 have been completely re-written by Master Chitty, the notes to order 15 by Master Fox, and the notes to order 48A and several of the other rules by the other editors and assistant editors. An essential matter from the practitioner's point of view is the subject of costs, as to which Appendix N furnishes the official scale. This has been very fully annotated with practical notes and directions, and with references to the rules. We miss under order 47 (Writ of Possession) any reference to the recent case of *Dartford Brewery Co.* v. *Moseley* (1906, 1 K. B. 462), but in general every effort appears to have been made to bring the work up to date, and to render it a complete guide to the practice of the Supreme Court.

Encyclopædia of the Laws of England.

ENCYCLOPÆDIA OF THE LAWS OF ENGLAND, WITH FORMS AND PRECEDENTS. By the MOST EMINENT LEGAL AUTHORITIES. SECOND EDITION, REVISED AND ENLARGED. VOLUME I.: ABANDONMENT TO BANKER. WITH A GENERAL INTRODUCTION by Sir F. POLLOCK, Bart. Sweet & Maxwell (Limited); William Green & Sons.

The Encyclopædia of the Laws of England was an undertaking of very great utility, but it is the fate of legal works that they rapidly pass out of date, and to preserve their standing a process of frequent renewal is essential. This fact has been recognized by the publishers, and in the present edition the opportunity is taken not only of revising the former articles, but also of supplementing them by forms and precedents, so that the new work will rank as an encyclopædia of forms as well as an encyclopædia of the general law. As an instance of this in the present volume we may refer to the four precedents of abstracts of title which furnish typical examples of these documents, with direction as to their correct arrangement. Useful precedents are also included under the heads of "Advowson," "Allotments," "Apprentice," and "Assignment of Choses in Action." Many of the articles go very fully into their subject-matter and furnish the practitioner with information for which he would ordinarily have to have recourse to separate text-books. "Abstract of Title," for instance, to which we have just referred, gives many useful directions as to the matters which should be attended to in perusing abstracts, and it points out the searches which it is necessary to make. A lengthy article on Appeals is contributed by Master Burney, dealing in succession with appeals to the Court of Appeal, appeals to the Divisional Courts, Revenue appeals, and appeals to the House of Lords, and a Table of Appeals is added, shewing to what court an appeal lies in the tabulated cases. Important subjects of shipping law are dealt with in the volume under the heads of Affreightment and Average; and new matter introduced into articles by revisers other than the original authors is indicated by square brackets—as, for instance, under "Ancient Lights" where the effect of *Colls* v. *Home and Colonial Stores* (1904, A. C. 179) is thus stated. The notice of the work would not be complete without a reference to the very complete article on Arbitration and the forms annexed to it. But alas for the transiency of legal information! The table of *ad valorem* stamp duties on awards at p. 461 must now be cancelled and the uniform 10s. duty fixed by the Revenue Act, 1906, substituted. The progress and completion of this re-issue will be watched with much interest.

Election Law.

ROGERS ON ELECTIONS. VOL. III.: MUNICIPAL AND OTHER ELECTIONS AND PETITIONS. EIGHTEENTH EDITION. By C. WILLOUGHBY WILLIAMS, B.A., Barrister-at-Law; assisted by G. H. B. KENRICK, Barrister-at-Law. Stevens & Sons (Limited).

The multiplication of elections is a marked feature of the alterations in local government law effected by modern legislation. The law relating to these elections is certainly no less complicated than that relating to Parliamentary elections. This book is a complete guide to local elections; the procedure preliminary to, during, and subsequent to the actual election is fully and clearly treated in proper sequence, the numerous authorities are collected, and the material statutes, rules, and orders are set out. The elections dealt with are those of county, borough, district, and parish councillors and boards of guardians, and as each of these bodies is the subject of different legislation, the difficulty of effectively dealing with the law of these elections in a single volume must have been great. The editor and his assistant are to be congratulated on having performed their task with success.

Mr. Justice Phillimore had not sufficiently recovered from his recent attack of appendicitis to be able to be present at the re-opening of the Law Courts, and he will not resume his judicial duties until he goes on the Oxford Circuit to-day.

The fourteenth meeting of the Bankruptcy Law Amendment Committee was held on the 25th ult. at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. J. H. Scott, secretary of the Manchester Timber Trade Association, on behalf of the association.

The Judicial Committee of the Privy Council resumed their sittings on the 30th ult. after the Long Vacation. The list of business includes seventeen appeals—viz., from Allahabad, four; Madras, two; Bengal, two; Lower Burma, two; and Bombay, Oudh, Canada, Constantinople, British Guiana, China and Korea, and Seychelles, one each. There is also a petition for the prolongation of Letters Patent of an invention. Eleven judgments in cases heard before the Vacation are set down for delivery.

Mr. George Lawrence, says the *Globe*, in "Wig and Gown," who has been appointed Junior Counsel to the Treasury at the equity bar, in the place of Mr. Justice Parker, is Lord Davey's son-in-law. He has been at the bar twenty-two years, and has for some considerable time been among the busiest practitioners in Lincoln's-inn. All the Treasury counsel appointed in recent years have been professionally younger than Mr. Lawrence. Mr. Justice Joyce had been twenty-one years at the bar when he was appointed to the post; Mr. Justice Sutton, twenty years; Mr. Justice Parker, seventeen years; and Mr. Rowlatt, who succeeded Mr. Justice Sutton as Junior Counsel to the Treasury on the common law side, nineteen years. Only one occupant of the position in recent years has failed to reach the bench. The late Mr. Hemming, K.C., resigned the much-coveted post to take "silk," and ended his days as an official referee.

Correspondence.

The Report of the Registrar of the Land Registry.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have read with much interest the reprint, which has appeared in your last two issues, from the report of the Registrar of the Land Registry, and beg to place before you a few remarks on the same from one who has had practical experience of the working of the system of registration of title.

With regard to the retention of the land certificate by a chargee it must be borne in mind that there are no decided cases on the sufficiency of the rules framed with a view to his being able, in any of the events specified, to dispense with such certificate. Moreover, rules are but rules and can be altered from time to time. They may be clear to-day, yet ambiguous to-morrow. The present rule 164 distinctly empowers the registrar to ask for the land certificate on a registered chargee requiring registration under a foreclosure order. The practice at the registry may be not to require its production, but mere practice cannot be relied on in so important a matter. If a chargee's solicitor could find in the Acts themselves a clear assurance that his client need never concern himself about the land certificate, he would know better how to act. At present he errs (if error there is which, in the face of the rule I have specified, cannot be admitted) on the safe side for his client's interests.

The principal reason, I believe, why conveyancing counsel and solicitors prepare deeds "off the register" is that, in the event of any dispute as to the due execution or the contents of a document, such document is always available for inspection by one's client, one's self, one's witnesses, and the court, without the trouble, inconvenience, and delay necessarily consequent on a production, within limited hours and perhaps at a long distance, by an official.

The report implies that, were all titles "absolute titles," purchasers and mortgagees could, in all but complicated cases, dispense with professional assistance. I ask, Who, then, is to protect them on the long list of matters as to which the register does not, or may not, help at all? One has only to turn to section 18 (as amended) of the earlier Act to find that even an "absolute" title may be subject to—

(*a*) Liability to repair highways.
(*b*) Quit rents.
(*c*) Crown rents.
(*d*) Heriots.
(*e*) All other rents and charges having their origin in tenure.
(*f*) Succession duty.
(*g*) Land tax.
(*h*) Tithe rent-charge and payments in lieu of tithes or of tithe rent-charge.
(*i*) Rights of common.
(*j*) Rights of sheepwalk.
(*k*) Rights of way.
(*l*) Rights of watercourse
(*m*) Rights of water.
(*n*) Rights of light.
(*o*) All other easements.
(*p*) Rights to mines and minerals under the land.
(*q*) Rights of entry, search, user, &c., incidental to giving effect to the enjoyment of the last-mentioned rights.
(*r*) Rights of fishing.
(*s*) Rights of sporting over the land.
(*t*) Seignorial and manorial rights.
(*u*) Franchises exercisable over the land,
(*v*) Leases and tenancies for not exceeding twenty-one years.
(*w*) Estate duty.
(*x*) Liability to repair the chancel of a church.
(*y*) Liability in respect of embankments, sea walls and river walls.
(*z*) Drainage rights.
(*aa*) Customary rights.
(*ab*) Public rights.
(*ac*) Profits à prendre.
(*ad*) Rights acquired or in course of acquisition under the limitation statutes.
(*ae*) A power of re-entry and a right of reverter.
(*af*) And, if the property is leasehold (by virtue of section 13 of the earlier Act), all questions as to liabilities on, and breaches of, the covenants of the lease and all implied and express covenants, obligations, &c., incident to such an estate.

As to some half dozen of these matters, the register is conclusive in the event of none being disclosed, or their non-existence being expressed, but as to the remainder of them it is not.

Again, in the case of charges (as distinguished from transfers) the charges take subject to any available entries in the various general registers of lites pendentes, annuities, land charges, deeds of arrangement affecting land, writs and orders affecting land and bankruptcies.

The register does not decide which of the boundary walls are party walls, and even the boundaries themselves are general and not exact (rule 274).

In addition, it is clear that the registrar is not satisfied (see point 4 in that portion of the report which is headed "Amendment of the Acts") that a registered proprietor of land or a charge is not affected by express notice of an adverse equitable right unprotected by entry on the register.

Only a skilled person can protect a purchaser or mortgagee on these heads.

I take it that the registry officials do not give a layman conducting his own conveyancing (if such a layman there be) any hint of these various questions. Surely, as a matter of fairness to the public, the forms issued by the registry should be indorsed with the above list and attention called to it. The public would then see how it stood with regard to registration of title to land, and how much more complicated dealings with land must necessarily be than the transfer of ships, stocks, and shares mentioned in the report.

How can the registrar suggest, in the face of *Re Nesbitt and Pott's Contract* and other decided cases, that less than forty years' registered possessory title can be safely accepted!

The report hints that solicitors do not give their clients disinterested advice when consulted as to applying for "absolute" titles on the deferred fee system. I reply that solicitors feel unable to advise their clients that the deferred fees would not ultimately fall upon them when they came to sell (as in the case which was instanced in your columns a short time ago); in other words, it may well be that the deferred fees entered in the register are a burden on the property which the vendor is bound to remove at his purchaser's request. Another reason for the scarcity of applications for "absolute" title is that there is no public wish to own them, a present payment out to obtain them having more weight than a possible future gain. The ordinary purchaser purchases to retain, not to sell.

Just a few words on the question of solicitors' costs. I believe it is correct to take a value of £500 as that of the typical average dealing in house property and land. The great bulk of the dealings are, it has been authoritatively stated, of about that value. Acting for a purchaser or mortgagee, where the consideration is of that sum and the title is an "absolute" (or "good leasehold") one, the solicitor's remuneration is, under the rules, £2 12s. 6d. Such a "remuneration" is, I assert emphatically, a "sweating" wage! The work involved in carrying the matter through (with, perhaps, a preliminary contract) and in protecting the client on the various heads above mentioned is considerable and entails no small amount of time, care, and attention. Investigation into all the above mentioned matters is just as necessary with registered as with unregistered land. If the property be leasehold the work is much increased, for the vendor's or mortgagor's solicitor must deliver an abstract of the lease (the full charges for drawing and fair copy of which, including copy of the plan, work out at about £1 15s.), while, if acting for the purchaser or mortgagee, such abstract has to be perused, compared with the original, and carefully considered, and requisitions made as to the performance of covenants, waiver of possible breaches, receipt of notices, registrations with lessor, and other points arising by nature of the holding. I assume, for the moment, that the registrar's reading of rule 336 in connection with leaseholds is correct.

Luckily, as regards mortgages, the lender's solicitor is in a position, more or less, to dictate terms, one of which must, in common justice to himself, always be payment of costs according to the 1882 scale. My firm's form of registered charge (originally settled by counsel) is about twenty folios in length at its shortest, and is all reasonably necessary in the lender's behalf, and yet the registrar's report speaks of "simple forms," "short printed forms," and the like!

The report boasts also of security from fraud, but registration of title does not give this. If one follows the decided cases, so numerous of late years, of fraud in connection with dealings with stocks and shares, one is driven to the conclusion that it is rarer in dealings with (unregistered) land than with such property. The *Attorney-General* v. *Odell*, in the Court of Appeal, exemplified the contention that registration of title to land is no protection against fraud.

The fact of the case is, I submit, that the real difficulties attendant upon registration of title to land have been "slurred over" and cast upon the shoulders of solicitors, while at the same time it is sought to reduce their remuneration to a sum insufficient to cover their staff and office expenses, let alone any margin of profit for themselves. The remuneration is reduced by nearly two-thirds, but not so the work!

I would suggest that any public inquiry, provided it be presided over by persons who can be relied on to bring unbiassed minds to the subject, should include the point whether rule 336 and the scales thereunder do or do not provide adequate remuneration for solicitors in connection with dealings with registered land.

"A fair day's work is worth a fair day's pay."

22, Chancery-lane, Oct. 29. W. J. Bloomfield Howe.

Points to be Noted.

Conveyancing.

Long Term—Enlargement into Fee Simple—Conditions of Sale.—Under section 65 of the Conveyancing Act, 1881, where an unexpired residue of not less than 200 years of a term originally created for not less than 300 years is subsisting in land, without any trust or right of redemption in favour of the freeholder, and either there was never a rent having a money value, or, if there was such a rent, it has been released, or become barred by time, or has in any other way ceased to be payable, then the term may be enlarged by deed into a fee simple. Consequently when advantage has been taken of this section, and a deed enlarging the term into the fee simple has been executed, it is necessary, for the strict establishment of the freehold title upon a subsequent sale, to prove that the conditions for the operation of the section have been satisfied, and, if there was a money rent payable under the lease, that it has been effectually got rid of. It is competent, however, for the vendor to avoid the necessity for this proof by a suitable condition of sale, and the purchaser may be required to assume the release of a rent even though the vendor has no means of shewing that a release has been in fact executed. Thus where conditions of sale of property, which had been formerly held on a long lease at a rent of 1s. a year, but as to which a deed had been executed enlarging the term into the fee simple, provided that the purchaser should assume that the rent (which had never been paid by the vendor) had been released, and that the deed operated as an effectual enlargement according to its tenor, it was held that the condition bound the purchaser to make the required assumptions; and that, if a freehold title was established by the help of these assumptions, it was sufficient to justify the description of the property as freehold in the particulars.—BLAIBERG *v.* KEEVES (Warrington, J., May 7) (54 W. R. 451; 1906, 2 Ch. 175).

Lands Clauses Acts—Notice to Treat—Conveyance.—Where a notice to treat has been given under the Lands Clauses Act, 1845, and the purchase price has been settled, whether by agreement, or by arbitration, or by the award of a jury, there arises a contract between the owner and the promoters for the sale and purchase of land, and this has the ordinary incidents of such a contract, including the right of either party to specific performance: *Regent's Canal Co.* v. *Ware* (5 W. R. 617, 23 Beav., p. 584); *Re Pigott and Great Western Railway Co.* (29 W. R. 727, 18 Ch. D. 146). And since the completion of the contract involves the conveyance of the property to the purchasers, the owner is entitled to require the promoters to take a conveyance, and they cannot dispense with this with a view to saving expense upon the ground that their title is sufficiently shewn by the special Act, the notice to treat, and the award ascertaining the compensation. The owner is not bound to remain trustee for the promoters for an indefinite period, and in some cases, as where an easement is proposed to be taken, it may be essential for him to have the promoters' rights defined by the conveyance.—RE CARY-ELWES' CONTRACT (Swinfen Eady, J., May 3) (54 W. R. 480; 1906, 2 Ch. 143).

Company Law.

Internal or Inner Reserve Funds.—In the articles of association of most companies there is a clause enabling the directors, before declaring dividends, to set aside out of profits a reserve fund, to be used for such purposes as equalizing dividends and repairs. Modern forms give a very wide discretion as to how the fund is to be kept apart from other assets, invested, and spent. But many banks have for years past had an inner or internal reserve, and a good many other companies not carrying on banking business—especially in Birmingham—have followed the example of the banks in this respect. What an inner or internal reserve is may be more easily described by an example than defined. In a recent case a company had in its articles power to establish a reserve fund—more or less in the ordinary form. This was not deemed sufficient to protect the interests of the company itself as against competitors in trade and other outsiders, so the articles were altered by giving the directors a power, in addition to that of establishing the existing reserve fund, to "set aside (*without disclosing the fact*) out of the . . . profits [after providing for dividends] such a sum as they may deem necessary or desirable in the interest of the company as an *internal reserve fund*, or as an addition [thereto, to] be separate from the [ordinary] reserve fund . . . and [which] need not be shewn in or disclosed by the *balance-sheet*, and [as to the "amount, investment, or application" of which] the directors need not give any information to the shareholders . . . either in their report or otherwise." The new clause further provided that this fund might be used at the directors' discretion "for any purpose for which the ordinary reserve fund is available, or for any purpose which they in their absolute discretion may consider will serve, protect, or advance the interests of the company," or preserve the value of its assets. The clause concluded as follows: "The directors shall disclose the . . . fund . . . and all . . . particulars in respect [thereof] to the auditors . . . whose duty it shall be to see that the same is applied for the purposes of the company in accordance with the [previous] provisions . . . but not to disclose any information with regard to the same to the shareholders or otherwise." In other words, the company established, with the consent of at least three-fourths of their shareholders, a secret service fund. It was frankly admitted, and judicially acknowledged, that a secret reserve fund was for many reasons advisable in the interests of the company, but the audit clauses of the Companies Act, 1900, especially as to balance-sheets and information to shareholders, were found to be fatal to the validity of such a clause *in its integrity*, and an injunction was granted, at the instance of a shareholder, restraining the company and its directors from acting on the special resolution purporting to alter the articles by the insertion of the inner reserve clause. According to the newspapers the draftsman's art has resulted in the redrafting of the clause, which in its amended form may no doubt be seen at Somerset House for payment.—NEWTON *v.* BIRMINGHAM SMALL ARMS Co. (Buckley, J., June 27) (1906, 2 Ch. 378).

Contracts Before a Company is "Entitled to Commence Business."—Before the Act of 1900 any company registered under the Companies Acts could commence business as soon after its incorporation as it pleased, and could enter into contracts within the scope of its objects—the entering into contracts being one of "the functions of an incorporated company" (see section 18 of the Companies Act, 1862). A private company—that is to say, one which does not invite the public to subscribe for its shares—may still commence business and enter into contracts as before. But a public company—that is to say, a company which does send out the invitation referred to—is, if registered on or after the 1st of January, 1901, in a different position. Such a company is by section 6 of the Act of 1900 forbidden to commence business until certain events have happened, and "any *contract* made by" it "before the date on which it is entitled to commence business shall be provisional only, and shall not be binding on the company until that date, and on that date it shall become binding." The words "any contract" have had full effect given to them—they mean every contract of whatsoever kind or nature whatever. Beware therefore of entering into contracts with public companies which are not certified by the registrar as being entitled to commence business, or, at any rate, of supplying them with money or goods on the faith of such provisional contracts.—RE OTTO ELECTRICAL MANUFACTURING Co. (1905) (LIMITED) (Buckley, J., July 3) (54 W. R. 601; 1906, 2 Ch. 390).

CASES OF THE WEEK.

House of Lords.

KINE *v.* JOLLY. 25th Oct.

LIGHT—PRESCRIPTION—AMOUNT OF LIGHT—SUBSTANTIAL OBSTRUCTION—NUISANCE—DWELLING-HOUSE—REMEDY.

Appeal by the defendant from a judgment of the Court of Appeal, varying an order of Kekewich, J., in an action which was twice heard in the Chancery Division. The plaintiff, Mrs. Kine, who resided at Acton, claimed a mandatory injunction against the defendant, a builder, to compel him to pull down such parts of his new building as obstructed or would obstruct the access of light which she formerly enjoyed in her morning or breakfast-room and hall. The action originally came on for trial in December, 1903, and the learned judge granted the plaintiff an injunction, but stayed the order to pull down pending the result of an appeal. Before the appeal came on for hearing the House of Lords gave judgment in *Colls* v. *Home and Colonial Stores (Limited)* (1904, A. C. 179), and following this decision the Court of Appeal remitted the case for Kekewich, J., to determine if the loss of light was sufficiently great to entitle the plaintiff to damages. Kekewich, J., found that there was such a substantial interference with the access of light as to give the plaintiff a cause of action. He refused to order an inquiry, and directed that the order to "pull down" should stand. The defendant thereupon appealed to the Court of Appeal again, and the appeal was heard in December, 1904. The Court of Appeal (Vaughan Williams and Cozens-Hardy, L.JJ., Romer, L.J., dissenting) held that as a right to light by prescription was a negative easement, an action would not lie for the infringement of that right unless there was a real and substantial interference with the comfortable and profitable occupation of the house according to the ordinary notions of mankind, and, following the decision in *Colls* case, discharged the injunction and directed an inquiry as to what damages should be paid by the defendant to the plaintiff. Against this decision the defendant appealed to their lordships' bar. *Cur. adv. vult.*

Lord LOREBURN, C., said the law was laid down by this House in *Colls* case as follows: "The right of the owner or occupier of a dominant tenement to light is based upon the principle stated by Lord Hardwicke in 1752, that he is not to be molested by a nuisance. He does not obtain by his easement a right to all the light he has enjoyed. He obtains a right to so much of it as will suffice for the ordinary purposes of inhabitancy or

business according to the ordinary notions of mankind, having regard to the locality and surroundings. To deprive him of this would amount to a nuisance, and that is the basis on which the decision of this House proceeded." In applying the doctrine of this case to the present litigation he felt much difficulty. Kekewich, J., adopted, as appeared to him, a perfectly sound view of the law, and in dealing with the facts he found that a nuisance was proved. That learned judge had evidently accepted the evidence of two witnesses, which establish a nuisance. He attached the greatest importance to the opinion on such a matter of the learned judge, who had the advantage of observing the witnesses, and as that opinion had been supported by two out of three members of the Court of Appeal, he could not think it would be safe for their lordships to reverse this judgment on a pure question of fact. He desired to add his profound regret that in a matter comparatively small such enormous costs should have been incurred.

Lord JAMES OF HEREFORD read a judgment in which he agreed with the Lord Chancellor that the appeal should be dismissed.

Lord ROBERTSON and Lord ATKINSON were in favour of the appeal being allowed. The votes being equal, the decision appealed against, according to ancient precedent, stood, the appeal being dismissed, no order being made as to costs.—COUNSEL, *Hughes*, K.C., and *Vernon*; *P. O. Lawrence*, K.C., and *W. A. Cann*. SOLICITORS, *Redfern & Hunt*; *Graham Gordon*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

STANLAND v. NORTH-EASTERN STEEL CO. (LIM.). No. 1. 24th Oct.

PRACTICE—SECURITY FOR COSTS OF APPEAL—APPEAL UNDER WORKMEN'S COMPENSATION ACT, 1897—REQUEST FOR SECURITY.

Original motion by the respondents for an order that the appellant should give security for the costs of an appeal under the Workmen's Compensation Act, 1897. The appeal was brought by the applicant for compensation under that Act against an award of a county court judge, and the ground of the application for security was the alleged inability of the appellant to pay the costs of the appeal if the respondents were successful. Notice of motion for security was served on the 1st of October, and on the 18th of October the London agents of the appellant's solicitor wrote to the respondents' solicitors stating that they were sorry that what they (the writers) thought was the usual practice in these appeals of asking for security for costs before applying to the court by motion had not been followed, and adding that their professional client might be disposed to give his personal undertaking to secure the costs of the appeal up to £10, the amount usually fixed by the court. The respondents' solicitors wrote in reply that they did not agree as to the practice alleged, and that the amount as a rule was fixed at £15, adding that they could scarcely abandon the motion now as the case was first in the list for the 24th of October, and all necessary costs had been incurred. The motion accordingly came on for hearing.

THE COURT (Lord LOREBURN, L.C., COLLINS, M.R., and COZENS-HARDY and FARWELL, L.JJ.) ordered security to the amount of £10.

Lord LOREBURN, L.C., said that he wished to indicate the opinion of the court as to applications for security for the costs of appeals in these poor cases. In their opinion, before notice of motion for security for costs in such a case was served there ought to be a request to the other side for security and a refusal. The respondents, having made no such request, ought not in any event to have the costs of this motion. The costs of the motion would therefore be the appellant's costs in the appeal—that was to say, the appellant would get them if she succeeded on the appeal, but she would not have to pay them if she failed.—COUNSEL, *W. Ellis Hill*; *S. O. Rowen-Hamilton*. SOLICITORS, *Watson, Sons, & Room*; *Halse & Co.*, for *A. Muir Wilson*, Sheffield.

[Reported by W. F. BARRY, Barrister-at-Law.]

THE JAMES TUCKER STEAMSHIP CO. (LIM.) v. LAMPORT AND HOLT. No. 1. 27th Oct.

PRACTICE—PAYMENT INTO COURT—SEVERAL CAUSES OF ACTION—PAYMENT INTO COURT OF LUMP SUM WITH DENIAL OF LIABILITY—RIGHT OF PLAINTIFF TO PARTICULARS—R.S.C. 1883, XXII. 1, 2, 6.

This was an appeal by the defendants from an order of Walton, J. directing the defendants to deliver particulars of the sum of £250 which they had paid into court. The action was brought by the owners of the steamship *Roslyn* against charterers. The charter-party was for the carriage of a cargo of coffee from Santos and Rio de Janeiro to New Orleans. The plaintiffs claimed to recover from the defendants £996 12s. 10d., and they put their claim under several heads. First, they claimed the sum of £354 2s. 2d., which they alleged to be the balance due in respect of freight. Secondly, they alleged that the defendants by their agents at Santos and Rio de Janeiro overcharged the plaintiffs in respect of matters not chargeable to the plaintiffs, and they claimed to recover £34 12s. in respect of such overcharges. Thirdly, they alleged that in pursuance of one of the provisions of the charter-party they employed the charterers' stevedores at Santos and Rio de Janeiro, the ports of loading, and at New Orleans, the port of discharge, upon the faith that they charged no more than other stevedores of good standing at those ports, but that the charges made by the said stevedores were in fact more than the charges of other stevedores of good standing, and they claimed to recover £308 5s. in respect of such overcharges. Fourthly, they alleged that the vessel had not been discharged with customary quick dispatch at the port of discharge in accordance with the terms of the charter-party, and they claimed eight days' demurrage amounting to £319 6s. 8d. The defendants by their defence denied all liability, but brought into court the sum of £250, and said that it was sufficient to satisfy the plaintiffs' claim. It was admitted that the meaning of the order was that the defendants were to give particulars stating how much of the £250 they had paid into court in respect of each of the heads of the plaintiffs' claim. By ord. 22, r. 1, of the Rules of the Supreme Court, "Where any action is brought to recover a debt or damages, or in an Admiralty action, any defendant may, before or at the time of delivering his defence, or at any later time by leave of the court or a judge, pay into court a sum of money by way of satisfaction, which shall be taken to admit the claim or cause of action in respect of which the payment is made; or he may, with a defence denying liability (except in actions or counter-claims for libel or slander), pay money into court which shall be subject to the provisions of rule 6; provided that in an action on a bond under the statute 8 & 9 Will. 3, c. 11, payment into court shall be admissible to particular breaches only, and not to the whole action." By rule 2, "Payment into court shall be signified in the defence, and the claim or cause of action in satisfaction of which such payment is made shall be specified therein." By rule 6, "When the liability of the defendant, in respect of the claim or cause of action in satisfaction of which the payment into court has been made, is denied in the defence, the following rules shall apply: (a) The plaintiff may accept, in satisfaction of the claim or cause of action in respect of which the payment into court has been made, the sum so paid in, in which case he shall be entitled to have the money paid out to him as hereinafter provided, notwithstanding the defendant's denial of liability, whereupon all further proceedings in respect of such claim or cause of action, except as to costs, shall be stayed; or the plaintiff may refuse to accept the money in satisfaction and reply accordingly, in which case the money shall remain in court subject to the provisions hereinafter mentioned. . . ." By ord. 19, r. 7, "A further and better statement of the nature of the claim or defence, or further and better particulars of any matter stated in any pleading, notice, or written proceeding requiring particulars, may in all case, be ordered, upon such terms as to costs and otherwise, as may be just." It was contended on the part of the defendants in support of the appeal that the defendants were entitled to pay into court a lump sum which had been guessed at in a rough and ready way, in order that the plaintiffs might, if they chose, take it out and end the litigation: *Thames Ironworks and Shipbuilding Co.* v. *Royal Mail Steam Packet Co.* (30 L. J. C. P. 265). The defendants took this course at their peril, and the plaintiffs were not prejudiced. The whole of the action arose out of the charter-party, and, even if there were several causes of action, the plaintiffs had the option of taking the money out in respect of all the causes of action or of not taking it out at all. The case of *Boulton* v. *Houlder Brothers & Co.* (19 Times L. R. 635, 9 Com. Cas. 75), by which Walton, J., had considered himself bound, was an underwriters' action and was in other respects an unusual case. The cases of *Parsire* v. *Loibl* (49 L. J. Q. B. 481) and *Rowe* v. *Kelly* (59 L. T. 139) were referred to.

THE COURT (COZENS-HARDY and FARWELL, L.JJ.), without calling on counsel for the plaintiffs, dismissed the appeal.

COZENS-HARDY, L.J., said that independently of the case of *Boulter* v. *Houlder Brothers & Co.* he thought that, on the true construction of the rules, the order of the learned judge was right. This was not a case of separate items of damage, but a case of separate and distinct causes of action, though they all arose out of one charter-party. The language of the rules required that a defendant should state in respect of which cause of action he brought money into court. He could not pay money into court and say it was in respect of several causes of action. The plaintiffs were entitled to have this sum of £250 severed.

FARWELL, L.J., was of the same opinion. It was clear from the rules that the defence must specify the cause of action in satisfaction of which payment of money into court was made, and that the plaintiff was entitled to know in respect of which cause of action the payment was made before he could be called on to make his election as to whether he would accept it in satisfaction.—COUNSEL, *Maurice Hill*; *T. W. H. Inskip*. SOLICITORS, *Field, Roscoe, & Co.*, for *Thornely & Cameron*, Liverpool; *Downing, Handcock, Middleton, & Lewis*, for *Downing & Handcock*, Cardiff.

[Reported by F. G. RUCKER, Barrister-at-Law.]

HASTINGS TRAMWAYS CO. v. HASTINGS AND ST. LEONARDS GAS CO. AND ANOTHER. No. 2. 25th Oct.

TRAMWAYS—ARBITRATION—STAYING PROCEEDINGS—INJUNCTION—GAS COMPANY—NOTICE—TRAMWAYS ACT, 1870 (33 & 34 VICT. c. 78), ss. 26, 27, 30, 31, 33.

This was an appeal by the plaintiff company from the refusal of Bargrave Deane, J., sitting as Vacation Judge, to make any order upon a motion to restrain the defendant company and Mr. Graham Harris, an arbitrator nominated by the Board of Trade under section 33 of the Tramways Act, 1870, from proceeding further with a certain arbitration under section 30 of the same Act. The facts were as follows: Under the provisions of a private Act the plaintiff company were constructing a tramway in Hastings from the Bo-Peep Hotel, St. Leonards, to Queen's-road, Hastings, and in the course of the work it was alleged that it became necessary to alter the position of the mains of the defendant company, as it was contended that otherwise the mains would be endangered, and the supply of gas impeded. Purporting to act in pursuance of the powers conferred by the sections of the Tramways Act, 1870, given below (which Act was incorporated in the

plaintiff company's special Act), the defendant company had applied to the Board of Trade for the appointment of an arbitrator, and Mr. Harris had been appointed accordingly. The material sections of the Tramways Act, 1870, are as follows:—By section 26: "The promoters [for the purpose of making, &c., the tramways] may open and break up any road, subject to the following regulations: (1) They shall give to the road authority [in this case the town council] notice of their intention, specifying the time at which they will begin to do so, and the portion of road proposed to be opened or broken up, such notice to be given seven days at least before the commencement of the work." By section 27: "When the promoters have opened or broken up any portion of any road they shall be under the following further obligations—namely, (1) They shall with all convenient speed and in all cases within four weeks at the most (unless the road authority otherwise consents in writing) complete the work on account of which they opened or broke up the same. . . . (3) If the promoters fail to comply in any respect with the provisions of the present section they shall for every such offence . . . be liable to a penalty not exceeding £20, and to a further penalty not exceeding £5 for each day during which any such failure continues after the first day on which such penalty is incurred." By section 30: "For the purpose of making [repairing, &c.] any of their tramways the promoters may from time to time . . . alter the position of any mains or pipes for the supply of gas or water, . . . subject to the provisions of this Act, and also subject to the following restrictions: (1) Before laying down a tramway in a road in which any mains . . . may be laid, the promoter shall whether they shall contemplate altering the position of any such mains . . . or not, give seven days' notice to the company . . . to whom such mains . . . may belong . . . of their intention to lay down . . . the tramway, and shall, at the same time, deliver a plan and section of the proposed work. If it should appear to any such company . . . that the construction of the tramway as proposed would endanger any such main . . . or interfere with or impede the supply of water or gas . . . such company . . . may give notice to the promoters to lower or otherwise alter the position of the said mains . . . in such manner as may be considered necessary, and any difference as to the necessity of any such lowering or alteration shall be settled in manner provided by this Act." By section 31: "Where in any district any tramway or any work connected therewith interferes with any sewer, drain, watercourse, subway, defence, or work in such district, or in any way affects the sewerage or drainage of such district, the promoters shall not commence any tramway or work until they shall have given to the proper authority fourteen days' previous notice in writing of their intention to commence the same . . . nor until such authority shall have signified their approval of the same, unless such authority do not signify their approval, disapproval, or other directions within fourteen days after service of the said notice . . ." Section 33 provided for the appointment of an arbitrator as above mentioned. The plaintiff company gave notice under section 26 (1) of their intention to the town council, and on the 1st of June, 1906, gave notice to the defendant company, under section 30, of their intention to lay a tramway in a certain street in which they had gas mains, and the defendant company, on the 6th of July, gave a notice under the same section to the plaintiff company to alter the mains in a certain street. The plaintiff company did not admit the necessity of the suggested alterations, whereupon the defendant company applied for the appointment of an arbitrator, who was appointed as mentioned. On the motion coming before Bargrave Deane, J., the learned judge did not think it was a case in which he ought to make any order. The plaintiff company appealed.

THE COURT (FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

FLETCHER MOULTON, L.J.—Only one point is involved in this appeal, and that is a very simple one. Under section 30 of the Tramways Act, 1870, regulations are found applying to the case where tramways are to be constructed along streets under which gas or water companies have laid down mains. The fact that the mains are there does not take away from the tramway company the right to break up the soil and to commence work, but certain statutory restrictions are imposed on them, of which the principal one is that they must give the gas or water company seven days' notice of their intention to lay down the tramway, while the owners of the mains have a right to give a counter-notice to the tramway company to alter the mains. Regulations of this kind apply not only to gas and water mains, but also to the case of sewers. In the case of sewers there is a specific provision that the counter-notice must be given within the time prescribed in the tramway company's notice, but in the case of gas and water mains there is no such specific provision. The only question is whether a limitation similar to the specific limitation on the right to give a counter-notice in the case of sewers, contained in section 31, is to be read into section 30. I can see no reason for reading such a provision into section 30, and the fact that where such a limitation is intended—in the case of sewers—it is specifically expressed strengthens my opinion. In my judgment, therefore, this appeal ought to be dismissed with costs.

BUCKLEY, L.J., agreed. His lordship thought that a certain limitation of the time within which a gas company could give their counter-notice was to be found in section 30 in the reference to the construction of the tramway "as proposed," and that the time for giving a notice was at an end after the proposal had ripened into execution. It was agreed that the motion should be treated as the trial of the action, and the action was dismissed with costs.—COUNSEL, *Roskill*, K.C., and *Atteater*; *Upjohn*, K.C., *Bramwell Davis*, K.C., and *John Henderson*. SOLICITORS, *Ashurst, Morris, Crisp, & Co.*; *Dawes & Sons*, for *Young, Son, & Coles*, Hastings.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

HINDS v. BUENOS AYRES GRAND NATIONAL TRAMWAYS CO. (LIM.).
Warrington, J. 26th Oct.

COMPANY—PAYMENT OUT OF REVENUE OR CAPITAL—INTEREST ON DEBENTURES—MONEY BORROWED FOR PURPOSE OF CONSTRUCTION—ULTRA VIRES.

This was a motion in an action brought by a shareholder in the defendant company for a declaration that the interest payable on certain conversion debenture stock issued by the company to provide funds for the conversion of their horse tramways into electric traction tramways should not be treated as part of the cost of such conversion, nor be charged to capital account, but be paid only out of revenue; and asking for an injunction to restrain the company from paying the interest payable on certain other debenture stock issued by the company, unless to the extent that profits existed after computing them in accordance with the above declaration. The defendant company was formed under the Companies Acts in 1889, for the object (among others) of constructing, acquiring, and carrying on tramways. It had a capital of over a million pounds in £5 shares, and had issued, besides the conversion debenture stock, other debenture stock, the interest upon which was by the terms of the debentures payable exclusively out of the profits, if any, of the company for that year. In 1900 the company had entered into an agreement with another tramways company to take a lease of the system of this other company and pay them a certain proportion of their profits, and the two companies had agreed to convert their systems to electric traction tramways, and for each company to issue conversion bonds of a certain amount and for the payment of the interest on the bonds out of the proceeds during the period of conversion. The defendant company had accordingly issued conversion debenture stock upon the terms that the company should have power for the first two years after issue to pay the interest out of the proceeds of the stock. Part of the conversion of the lines having been effected, and the directors of the company having ascertained that the average cost of conversion was approximately £10,000 per mile, resolved to treat the interest on the stock as part of the cost of construction, and as being chargeable to capital account as from the date when such interest was due to the date when each mile of the track was completed. The plaintiff, considering that this course was *ultra vires*, and was prejudicial to the interests of the shareholders, brought this action, and now moved for an *interim* injunction.

WARRINGTON, J.—The question is whether the interest on the money borrowed by the company expressly for a purpose of conversion of their lines, which may be called a purpose of construction, is the same thing as money borrowed for construction. The directors propose to treat this interest as part of the cost of construction. Is there anything which compels them to charge it to revenue account? It is not contended that there is any statute regulating joint stock companies which in terms compels them to do this. Nor is there any contractual obligation of this kind in any document regulating the constitution of the company. Is there then, independently of such statutes or regulations, any rule of law to this effect? In my opinion there is not. The principle regulating these questions is expressed by Lord Macnaghten in *Jamaica Railway Co. v. Attorney-General* (1893, A. C. 127, p. 136), and the same idea appears in the observations of Lindley, L.J., in *Verner v. General and Commercial Investment Trust* (38 SOLICITORS' JOURNAL, 384; 1894, 2 Ch. 239)—that is to say, in the absence of any express prohibition or stipulation you must consider what commercial men acting fairly and honestly would do in the conduct of their business. The defendant company are creating a capital asset by means of which they hope to earn profits, and instead of simply employing a contractor to find the money and do the work, they do it themselves, and find the money by borrowing for the special purpose. Whatever is spent per mile—taking it at £10,000—is borrowed for that particular purpose. They are entitled, if they think fit, to treat as the cost of construction of this mile, not only the £10,000, but also the interest payable upon it. The contention of the plaintiff fails, and I refuse the motion. [With the consent of the parties the motion was treated as the trial of the action, and the court declared that, being of opinion that the company were not bound to charge the interest on the conversion debenture stock during conversion against revenue, the action was dismissed.]—COUNSEL, *H. Terrell*, K.C., and *Martelli*; *Gore-Browne*, K.C., and *Sargant*. SOLICITORS, *Budd, Johnson, & Jacks*; *Paines, Blyth, & Hurtzble*.

[Reported by NEVILLE TERROTT, Barrister-at-Law.]

THE NAVAL, MILITARY, AND CIVIL SERVICE CO-OPERATIVE SOCIETY OF SOUTH AFRICA (LIM.) v. SERVICES (LIM.).
Warrington, J. 26th Oct.

PRACTICE—STAYING PROCEEDINGS—CONFLICTING ORDERS—ENGLISH AND COLONIAL COURTS—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 24.

This was a motion to stay proceedings under an order made by the Vacation Judge on the 19th of September, 1906. This order was that the defendant company should pay into the Durban branch of the Standard Bank of South Africa, to be remitted to the joint account of the receiver appointed in an action against the plaintiff company and of the defendant company, the proceeds of the sale of the property and assets of the plaintiff company in Durban and elsewhere in South Africa, advertised for sale under a South African judgment obtained by the defendant company against the plaintiffs. On the 5th of September an interim interdict had been made by the Supreme Court of the Colony of Natal restraining the defendant company from selling, disposing of, or otherwise dealing with the assets or other property of the plaintiff company. The defendant company had no knowledge of this interdict until after the

order of the 19th of June had been made. The goods, however, meanwhile had been by arrangement sold in South Africa for £1,250. On the 17th of October, 1906, the Vacation Judge made an order that the operation of the order of the 19th of September should be suspended until over the second motion day in this present sittings, if the injunction granted in South Africa continued. As the order of the Natal court rendered it impossible for the defendant company to carry out the order of the court of the 19th of September, 1906, and as the order for the suspension of that order was about to terminate, and as that order was made without the knowledge of the previous order of the Natal court, it was now moved on behalf of the defendant company that the proceedings under the order of the 19th of September should be stayed under section 24 of the Judicature Act, 1873.

WARRINGTON, J.—I cannot interfere here. It is said that if the facts which have since become known to the defendant company had been within the knowledge of the Vacation Judge the order sought to be stayed would not have been made. I have no jurisdiction to set aside that order. I think that I ought not to stay the execution of the order. Execution cannot issue without further proceedings. On those proceedings the defendant company can put forward such reasons as they have why the order should not be enforced. Motion refused.—COUNSEL, *Beebee; Martelli.* SOLICITORS, *Milner & Bickford; Francis & Johnson.*

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—King's Bench Division.

WADDLE *v.* **SUNDERLAND ASSESSMENT COMMITTEE.** Div. Court. 2nd April and 26th Oct.

POOR LAW—ASSESSMENT—LICENSED PREMISES—CLAIM BY OWNER LICENCE-HOLDER OF A PUBLIC-HOUSE TO DEDUCT AMOUNT ANNUALLY DUE FROM HIM TO COMPENSATION FUND—PAROCHIAL ASSESSMENT ACT, 1836, s. 1—LICENSING ACT, 1904, s. 3.

Appeal by the appellant to quarter sessions from a decision of the Durham justices raising the question whether the appellant as owner-occupier and holder of a licence was entitled to deduct the amount levied upon him to provide a fund for compensation under the Licensing Act, 1904, from the assessment of his house for rating purposes under the Parochial Assessment Act, 1836. The appellant was the owner licence-holder and occupier of the Central Hotel, Bridge-street, Sunderland, and was rated at £750 gross and £625 rateable value. He appealed to quarter sessions on the ground that in addition to the deduction of one-sixth hitherto deducted by the committee for repairs, insurance, and other expenses necessary to keep up the premises, there should also be deducted the amount of £80 which was charged under section 3 of Licensing Act, 1904, for the year 1905. It was admitted by the respondents that it would probably be necessary in Sunderland to impose for some years to come the maximum charge leviable under the Act, and £80 might be taken as the probable average charge. The appellant contended that the payment of the charge was a condition of obtaining the excise licence; that as the licence was taken into consideration in estimating the gross value of the licensed premises, the charge came within the Parochial Assessment Act as being an expense necessary to maintain the hereditaments in a state to command the rent at which the premises might be expected to let, and therefore the probable average annual amount of this charge was a deduction to be made from the gross value in order to arrive at the rateable value. For the respondents it was contended that the ability of the hereditaments to command a reasonable rent as licensed premises depended not on the taking out of the excise licence, but on the grant of the justices' certificate; that this charge being levied and paid as a part of the excise licence duty was not an expense within section 1 of the Parochial Assessment Act, but was an ordinary trade expense necessary to the exercise of the privilege acquired by the justices' certificate, and did not constitute a deduction under the section; and reliance was placed on the fact that the excise duty never had been treated as an expense necessary to maintain the hereditaments. The justices took the view contended for by the respondents and dismissed the appeal with costs. The appeal was argued on the 2nd of April, when judgment was reserved.

Lord ALVERSTONE, C.J., in giving judgment, said that if it could fairly be said that the payment of a particular annual sum was a payment made in order to maintain the licence, there would be a great deal to be said in favour of the contention of the appellant; but in his opinion this assessment or charge upon the licence-holder was too remote. The compensation fund was raised to form a fund out of which the licence-holders might be compensated when their licences were taken away on the ground of redundancy; and if this particular licence was taken away on that ground, the owner would get his share of the fund. That, however, seemed to him to be a long way off any sum of money paid for insurance or for repairs to maintain the premises in a condition to obtain a reasonable rent from year to year. It was a charge made for the purpose of creating a compensation fund, and could not fairly be said to come within the words of the section. For these reasons, though the arguments on behalf of the appellant were very ingenious, he thought the appeal failed.

RIDLEY and DARLING, JJ., concurred. Appeal dismissed; leave to appeal given.—COUNSEL, *Danckwerts*, K.C., and *Mitchell Innes; Tindal Atkinson*, K.C., and *E. Shortt.* SOLICITORS, *Geddes, Son, & Holme*, for *Langdon & Mann*, Sunderland; *Johnson & Weatherall*, for *Bell*, Sunderland.

[Reported by ERSKINE REID, Barrister-at-Law.]

In the Matter of **A PARLIAMENTARY ELECTION FOR THE CITY OF WORCESTER.** *Ex parte* **G. H. WILLIAMSON.** Ridley, J. 26th Oct.

ELECTION LAW—PAYMENT BY PARLIAMENTARY CANDIDATE BEFORE AGENT WAS APPOINTED—FINDING BY ELECTION COMMISSIONERS THAT THE OFFENCE HAD BEEN COMMITTED HONESTLY AND IN IGNORANCE OF THE LAW—CLAIM FOR RELIEF UNDER SECTION 23 OF THE ILLEGAL AND CORRUPT PRACTICES ACT, 1883.

Application for relief from the consequences of an illegal act made to Ridley, J., one of the judges on the rota for the trial of election petitions. The applicant was Mr. G. H. Williamson, the unseated member for the City of Worcester, and he asked for relief on the ground that he had committed the offence in entire ignorance of the law. The offence was the payment by Mr. Williamson of £100 to a friend for the payment of some debts which had been incurred at Worcester. This was illegal under the Act of 1883, as all payments connected with the election must be paid by the candidate's agent. The evidence given by the applicant was to the effect that at the time the money was handed over his agent had not been appointed, and that the reason he gave the money to a friend was because he was anxious that the debts should be promptly paid. As soon as he had discovered a breach of the law had been committed he insisted that the matter should be at once disclosed. The election commissioners had decided that the payment was illegal and that they were bound to report it, but they stated at the same time that the applicant had satisfied them that the payment was made honestly and in ignorance of the law.

RIDLEY, J., in giving judgment, said that the report of the election commissioners was tantamount to a finding that in fact no corrupt or illegal practice had been committed by the applicant or with his knowledge. That was sufficient to entitle the applicant to the relief he sought. It followed, moreover, that it was not necessary that Mr. Williamson should have applied for relief, for even if the application had been opposed the finding in the report would have been sufficient for the granting of the application. There had been a commission appointed to inquire into the alleged bribery at this election. The commissioners had held their inquiry and were almost on the point of presenting their report. Mr. Williamson, however, desired to make the application and to seek the relief given by section 23 of the Act. The order for relief would be made in accordance with the provisions of that section.—COUNSEL, *R. W. Coventry.* SOLICITORS, *Field, Roscoe, & Co.*, for *T. G. Dobbs*, Worcester.

[Reported by ERSKINE REID, Barrister-at-Law.]

Obituary.

Sir Walter Morgan.

Sir Walter Morgan, late Chief Justice of Madras, died in London on the 28th ult., aged eighty-five. Educated at King's College, London, he was called to the bar by the Middle Temple in 1844. Ten years later he became Clerk of the Legislative Council of India, and in 1859 Master in Equity of the Calcutta Supreme Court. He was raised to the Bench of the Calcutta High Court in 1862, and was promoted to be the first Chief Justice of the High Court of the North-West Provinces on its establishment in 1866, when he received the honour of knighthood. In 1871 Sir Walter Morgan was appointed Chief Justice of Madras, and retired in 1879. He married, in 1851, Ada Maria, daughter of Mr. D. Harris; she died in 1884.

Legal News.

Appointments.

Sir FREDERICK POLLOCK has been elected a Bencher of the Honourable Society of Lincoln's-inn in succession to the late Mr. Claude Baggallay, K.C.

Mr. GEORGE P. C. LAWRENCE, of Lincoln's-inn, has been appointed Junior Equity Counsel to the Treasury in succession to Mr. Justice Parker. Mr. Lawrence was called to the bar by Lincoln's-inn on the 7th of May, 1884.

The King has been graciously pleased to approve of the following appointments: To be sworn of the Privy Council, Sir HENRY BURTON BUCKLEY, Lord Justice in the Court of Appeal; for the honour of knighthood, ROBERT JOHN PARKER, Esq., one of the Justices of the High Court of Justice.

Changes in Partnerships.

Dissolutions.

RICHARD FREE and WILLIAM CUTHBERT CHILDS, solicitors (Free & Childs), 40, New Broad-street, but now at Finsbury-pavement House, Finsbury-pavement, London. Oct. 4. All debts due to and owing by the said late firm will be received and paid by the said Richard Free.

STEPHEN HENHAM KING and FRANCIS EDWARD HUGHES, solicitors (King & Hughes), Maidstone. April 6. All debts due to and owing by the said late firm will be received and paid by the said Francis Edward Hughes, who will continue to carry on the said business under the same style as heretofore.

WILLIAM COOPER and FREDERICK GREGORY, solicitors (Peacock, Cooper, & Gregory), Liverpool. Dec. 31. [*Gazette*, Oct 30.

Information Required.

Re MATTHEW GIBSON, deceased.—Information required by the undersigned as to the death and grant of probate or administration to the estate of the above, who was an executor of and beneficially interested under the Will, dated the 7th of September, 1792, and proved the 5th of April, 1795, of John Croger, and was in such Will described as "of Mortimer-street, Cavendish-square, Playing Card Manufacturer."—F. Wickings Smith & Sons, solicitors, 23, Lincoln's-inn-fields, W.C.

General.

The judges have chosen the following circuits for the winter assizes: Western circuit, Mr. Justice Grantham and Mr. Justice Darling; North-Eastern, Mr. Justice Lawrance and Mr. Justice Kennedy; South-Eastern, Mr. Justice Ridley and Mr. Justice Walton; Oxford, Mr. Justice Bigham and Mr. Justice Bucknill; Midland, Mr. Justice Channell and Mr. Justice Phillimore; North Wales, Mr. Justice Jelf; South Wales, Mr. Justice Bray; Northern, Mr. Justice A. T. Lawrence and Mr. Justice Sutton. The Lord Chief Justice will remain in town. Both civil and criminal business will be taken at all places at these assizes.

With reference to the judgment of Mr. Justice Kennedy in the test case of *Ashby's Cobham Brewery Co.* v. *The Inland Revenue* (The Crown public-house, Cobham, Kent), in which the amount of compensation under the Licensing Act, 1904, fixed by the Inland Revenue at £455, was altered and fixed at £1,497 10s., Sir R. Hobart asked in the House of Commons on the 25th ult. whether, in view of the effect this will have upon licensing authorities in recommending licensed houses for extinction, the Government would direct an appeal to be made to a higher court of justice to reverse this judgment, the Chancellor of the Exchequer, in reply, said: His Majesty's Government do not propose to give directions for an appeal, as they are advised that as the law at present stands under the terms of the Licensing Act, 1904, an appeal could not succeed; but the matter is one which will not be left out of sight in connection with the proposals for legislation in regard to licensing which they have already undertaken to introduce.

A curious point, says the *Globe*, in "Wig and Gown," in the law of evidence was recently raised at the Worcestershire Quarter Sessions. Two brothers were indicted for breaking into a shoemaker's shop. At the Malvern police-court, though placed in separate cells, they carried on a conversation relating to the charge. A constable, who was in an adjoining cell, heard what they said, and wrote it down. The chairman of the sessions—Mr. Willis Bund, a well-known member of the Chancery bar—was asked to reject the constable's evidence, but though doubtful as to the legality of the method by which it had been obtained, decided to admit it. In his summing up, however, Mr. Willis Bund described the practice of overhearing the conversation of prisoners as grossly unfair, and recommended the constable to go to the free library at Malvern to read in "The Fortunes of Nigel" a strong condemnation of a similar practice at the Tower of London. Most people will agree that the practice is un-English. If, as was alleged in this case, "evidence of this character has frequently been admitted in other parts of the country," an authoritative decision on its admissibility would appear to be desirable.

MESSRS. SEWELL, EDWARDS, & NEVILL, of 25, Old Broad-street, E.C., olicitors, have removed their offices to No. 35, Bucklersbury, E.C.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Buckley.
Monday, Nov. 5	Mr. Farmer	Mr. Beal	Mr. Carrington	Mr. Greswell
Tuesday 6	Godfrey	R. Leach	Pemberton	W. Leach
Wednesday 7	R. Leach	Beal	Carrington	Greswell
Thursday 8	Beal	R. Leach	Pemberton	W. Leach
Friday 9	Pemberton	Beal	Carrington	Greswell
Saturday 10	Carrington	R. Leach	Pemberton	W. Leach

Date	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.	Mr. Justice Neville.
Monday, Nov. 5	Mr. Goldschmidt	Mr. Godfrey	Mr. Church	Mr. King
Tuesday 6	Theed	Farmer	King	Church
Wednesday 7	Goldschmidt	Godfrey	Church	W. Leach
Thursday 8	Theed	Farmer	King	Greswell
Friday 9	Goldschmidt	Godfrey	Church	Theed
Saturday 10	Theed	Farmer	King	Goldschmidt

COURT OF APPEAL.

MICHAELMAS SITTINGS, 1906.

(*Continued from p. 826.*)

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1906.

Clare v Joseph appl of pltff from judgment of Justices Ridley and Darling, dated May 23, 1906 June 2

Hewlett v Yiend and ors appl of pltff from judgt of Justices Ridley and Darling, dated May 21, 1906 June 6

Harris v Fiatt Motors ld appl of pltff from judgt of Justice Ridley and Darling, dated May 17, 1906 (security ordered) June 7

Phoenix Wharf and Coal Co ld v The Southampton Harbour Board appl of defts from judgt of Mr Justice Bray, dated May 24, 1906 (special case) June 7

Lane Bros v J Moralee, the younger (carrying on business as J Moralee & Co) appl of deft from judgt of Mr Justice Sutton, dated May 21, 1906 without a jury, Middlesex June 7

Young & Marten ld v Beach appl of deft from judgt of Mr Justice Lawrance, dated May 19, 1906, without a jury, Middlesex June 8

Lawton v Cameron appl of pltff from judgt of the Hon Judge Taylor, KC, Court of Passage, Liverpool, dated May 28, 1906 June 11

Osborn v Cantlay and anr appl of pltff from judgt of Justices Ridley and Darling, dated May 17, 1906 June 12

Societe Francaise des Munitions, &c v Rabbidge appl of pltffs from judgt of Justices Kennedy and Bray, dated May 22, 1906 June 13

In re Arbitration Act, 1889 Max Thomas and Holstrom & Co appl of Max Thomas from judgt of Justices Ridley and Darling, dated May 21, 1906 June 13

Buck v Broard and anr appl of pltff from judgt of Mr Justice Ridley, dated May 30, 1906 June 13

Mather v Hall & Co ld and Hall appl of pltff from judgt of Mr Justice Phillimore, dated May 25, 1906, without a jury, Middlesex June 18

Wheatley v Smithers and anr appl of pltff from judgt of Justices Ridley and Darling, dated May 24, 1906 June 20

Litchfield v Drefus appl of deft from judgt of Mr Justice Farwell (additional judge), dated March 22, 1906 June 23

English and Colonial Produce Co v Marchant appl of deft from judgt of Mr Justice Kekewich (additional judge), dated June 8, 1906, without a jury, Middlesex June 28

London and India Docks Co v Thames Steam Tug and Lighterage Co appl of pltffs from judgt of Justices Kennedy and A T Lawrence, dated June 12, 1906, and cross-notice by defts, dated July 21, 1906 June 30

Evans v Hobbis appl of deft from judgt of Mr Justice Kennedy, dated June 20, 1906, at Reading (Berks), common jury July 3

Corby v Buchanan & Co ld appl of pltff from judgt of Mr Justice Bigham, dated May 29, 1906, without a jury, Middlesex July 3

Lancashire and Cheshire Coal Assoc and R Evans & Co ld v London and North-Western Ry Co and Lancashire and Yorkshire Ry Co (Railway and Canal Commission) appl of pltffs from judgt of Mr Justice Bigham, Sir F Peel, and The Hon A E Gathorne Hardy, dated June 21, 1906 July 3

Oceanic Steam Ship Co v Faber appl of pltffs from judgment of Mr Justice Walton, dated May 1, 1906, without a jury, Middlesex July 4

Lees v The Lancashire and Cheshire Miners Federation and ors appl of defts from judgt of Mr Justice Ridley, dated June 19, 1906 (jury discharged) July 7

London Salt Co ld v T S Harris & Co ld appl of pltffs from judgt of Mr Justice Bray, dated June 19, 1906, without a jury, Middlesex June 9

Sharp v Bates appl of deft from judgt of Justices Darling and Ridley, dated May 25, 1906 July 9

Shaw v Spiers appl of pltff from judgt of Mr Justice Swinfen Eady (additional judge), dated June 20, 1906, without a jury, Middlesex July 10

In re Taxation of Costs and In re H R Newson, gentleman, &c appl of Newson from judgt of Mr Justice Phillimore, dated June 21, 1906 July 12

The Bede SS Co ld v The Bangan Syndikat G M B H of Berlin appl of defts from judgt of Mr Justice Kennedy, dated June 23, 1906, without a jury, Middlesex July 14

Automobile Review ld v Lamb, Bros, & Garnett appl of pltffs from judgt of Mr Justice Darling, dated June 1, 1906, without a jury, Middlesex July 16

Horsley & Floyd v Edwards, Rumpler & Co and others appl of defts Puddy & Hale ld from judgt of Mr Justice Walton, dated May 21, 1906, without a jury, Middlesex July 24

In the Matter of an Arbitration between W F B Eadon and the Lord Mayor, Aldermen and Burgesses of the City of Bristol appl of the Lord Mayor, &c, of Bristol from order of Mr Justice Kennedy, dated July 17, 1906 (special case) July 25 John Gibbs v Same July 25 Charles A Newman v Same July 25 R H Carpenter and others v Same July 25 (transferred to Final List, Aug 6, 1906)

Grose-Smith v The Isle of Wight Ry Co appl of pltff from judgt of Mr Justice Buckley (additional judge), dated May 5, 1906, without a jury, Middlesex July 26

Manwaring v Jennings appl of deft from judgt of Mr Justice Ridley, dated July 17, 1906 July 27

In re The Agricultural Holdings Acts, 1883 to 1900, and In re an Arbitration between C E Jennings and E J Manwaring appl of C E Jennings from judgt of His Honour Judge Emden (special case), dated July 13, 1906, Tunbridge Wells July 27

Vogt v Mortimer appl of deft from judgt of Mr Justice Joyce (additional judge), dated July 31, 1906, without a jury, Middlesex Aug 1

In re Arbitration Act, 1889 The Laundry Employers, &c, Co ld v The Accident Insce Co ld appl of Accident Insce Co from judgt of Mr Justice Kennedy (special case), dated July 24, 1906 Aug 1

Martyn v Cowell and anr appl of defts from judgt of Mr Justice Phillimore, dated July 21, 1906, without a jury, Middlesex Aug 2

The Premier Boiler Tubes ld v Hargreaves appl of deft from judgt of Mr Justice Bray, dated July 20, 1906, without a jury, Manchester Aug 3

The Mayor &c, of the Borough of Chorley v Nightingale appl of pltff from judgt of Justices Kennedy and A T Lawrence, dated July 19, 1906 Aug 3

The Morrison Shipping Co ld v Drefus & Co appl of defts from judgt of Mr Justice Phillimore, dated July 26, 1906, without a jury, Middlesex Aug 3

Macbeth v The North and South Wales Bank ld appl of defts from judgt of Mr Justice Bray, dated June 30, 1906, without a jury, Middlesex Aug 4

Mayor, &c, of West Bromwich v Martin appl of deft from judgt of Justices Kennedy and A T Lawrence, dated May 10, 1906 Aug 4

Frost v Douglas appl of deft from judgt of Mr Justice Ridley, dated July 31, 1906, Middlesex (special case) Aug 8

Wilkinson v Walthamstow District Council and anr appl of pltff from judgt of Justices Ridley and Darling, dated May 15, 1906 Aug 9

Fear v Phillips appl of deft from judgt of Mr Justice Jelf, dated July 30, 1906, without a jury, Cardiganshire Aug 10

Attorney-General v London India Docks Co (Revenue Side) appl of defts from judgt of Mr Justice Walton, dated Aug 3, 1906 Aug 10

Gent v Gent appl of pltff from judgt of Mr Commissioner Pickford, KC, dated July 27, 1906, with a common jury, Durham Aug 11

Attorney-General v The Great Northern, Piccadilly, and Brompton Ry appl of Attorney-General from judgt of Mr Justice Walton, dated July 27, 1906 Aug 13

Smith & Co v Trail appl of deft from judgt of Justices Ridley and Darling, dated Aug 8, 1906 Aug 11

Lewes Sanitary Steam Laundry Co ld v Barclay & Co appl of defts from judgt of Mr Justice Kennedy, dated July 26, 1906, without a jury Aug 16

Salt Union ld v Brunner, Mond, & Co ld appl of pltff from judgt of The Lord Chief Justice, dated Aug 10, 1906, without a jury, Middlesex Aug 16

Moel Tryvan Ship Co ld v Kruger & Co appl of defts from judgt of Mr Justice Phillimore, dated Aug 9, 1906 Aug 15

Adams v The Marylebone Boro Council appl of pltff from judgt of Justices Ridley and Darling, dated Aug 9, 1906 Aug 17

Leadbitter and ors v Marylebone Boro Council appl of pltffs from judgt of Justices Ridley and Darling, dated Aug 9, 1906 Aug 17

J M Irvine (trading, &c) v North and South Wales Bank ld appl of defts from judgt of Mr Justice Bray, dated Aug 8, 1906, without a jury, Middlesex Aug 18

Charles Wells v Tom Hughes (District Loan Co, clmts) appl of pltffs from judgt of Justices Ridley and Darling, dated Aug 10, 1906 Aug 20

Richardson and ors v Graham ld appl of defts from judgt of Mr Commr Pickford, KC, dated Aug 3, 1906 (special jury), Durham Aug 20

J Altman v The Drovers Benevolent Institution appl of defts from judgt of Mr Justice Bray, dated Aug 10, 1906, without a jury, Middlesex Aug 21

Stott & Co ld v White & Co appl of defts from judgt of The Hon Judge Taylor, KC, Court of Passage, Liverpool, dated Aug 10, 1906 Aug 21

Caine and ors v The Palace Shipping Co ld appl of defts from judgt of Mr Justice Lawrance, dated Aug 9, 1906, without a jury, Middlesex Aug 22

Morton & Paterson and anr v Dyson, Smith, & Marchant appl of defts from judgt of Justices Ridley and Darling, dated Aug 10, 1906 Aug 25

The Pretoria Pietersburg Ry Co ld v Elisha Elwood (Surveyor of Taxes) and Elisha Elwood v The Pretoria Pietersburg Ry Co ld (Revenue Side) appl of applt Co from order of Mr Justice Walton, dated Aug 10, 1906 Aug 29

Marsh v Coulthurst (trading, &c) appl of defts from judgt of Mr Justice Bray, dated Aug 7, 1906, without a jury, Lancaster Aug 29

McDougall & Bouthron ld v London and India Docks Co appl of defts from judgt of Mr Justice Walton, dated Aug 11, 1906, without a jury, Middlesex Aug 30

Page, Son, & East ld v London and India Docks Co appl of defts from judgt of Mr Justice Walton, dated Aug 11, 1906, without a jury, Middlesex Aug 30

Cairney and anr v Back and ors appl of deft A Back from judgt of Mr Justice Walton, dated Aug 3, 1906, without a jury, Middlesex Aug 31

J N Lister v R Hooson appl of pltff from judgt of Mr Justice Grantham, dated July 25, 1906, without a jury, Yorkshire, WR Aug 31

Sanday v Crook (trading, &c) appl of pltff from judgt of The Hon Judge Taylor, KC, Court of Passage, Liverpool, dated Aug 11, 1906 Sept 1

The Gramaphone and Typewriter ld v Josiah Walter Stanley, Surveyor of Taxes (Revenue Side) appl of respt from order of Mr Justice Walton, dated Aug 10, 1906 Sept 3

Gent v Gent appl of deft from judgt of Mr Commr Pickford, KC, and a common jury, Durham Sept 6

Gingell, Son, & Foskett ld v The Stepney Borough Council appl of defts from judgt of Mr Justice Swinfen Eady (additional judge), dated July 10, 1906 Sept 13

De Beauvais v Green appl of deft from judgt of Mr Justice Lawrance dated July 6, 1905 Oct 8

(To be continued.)

Winding-up Notices.

London Gazette.—FRIDAY, Oct. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOYD, ASHWORTH, & CO, LIMITED—Petn for winding up, presented Oct 23, directed to be heard before the Court at Quay st, Manchester, Nov 5, at 10. Chadwick, Oldham, solor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 3

BRADFORD COMMERCIAL JOINT STOCK BANKING CO, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Jonas Whitley, Robert Shackleton, and Henry Butler Ratcliffe, 26, Nelson st, Bradford. Greaves & Greaves, Bradford, solors for liquidators

FREDERICK BETTS, LIMITED—Petn for winding up, presented Oct 25, directed to be heard Nov 6. Taylor & Co, 218, Strand, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 5

H V WILKINS & CO, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to Thomas John Morgan. Willett, Cardiff, solor for liquidator

LONDON WAX VESTA CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 14, to send their names and addresses, and particulars of their debts or claims, to Harry J Gully, 4, Broad st pl. Keddey & Co, Fenchurch st, solors for liquidator

MANCHESTER CARRIAGE AND TRAMWAYS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Neill, Grosvenor chmbrs, Deansgate, Manchester. Brett & Co, Manchester, solors for liquidator

SMITH & CO, LIMITED—Creditors are required, on or before Oct 29, to send their names and addresses, and the particulars of their debts or claims, to Oswald Davies Marsh, Mill ln, Bold, Widnes

SOUTHERN CROSS METALS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Bennett Collier, York st, Manchester. Brett & Co, Manchester, solors for liquidator

TUTBURY GLASS CO, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Luke Sowter and Ebenezer Erskine Pool, 25, Iron gate, Derby. Talbot & Co, Burton on Trent, solors for liquidator

London Gazette.—TUESDAY, Oct. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLACKFRIARS PRINTERS, LIMITED—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Arthur Taylor, 23, College hill

CONSOLIDATED ENGINEERING CO, LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Burley Lucas, 19, Coleman st

HUBERT GRENFELL, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to G G Baker Cresswell, 87, South Lambeth rd. Russell-Cooke & Co, solors for liquidator

MOSAIC WORKERS CO-OPERATIVE SOCIETY, LIMITED—Petn for winding up, presented Oct 25, directed to be heard Nov 13. Wetherfield & Co, Gresham bldgs, Guildhall, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 12

NEW CIVIL SERVICE CO-OPERATION, LIMITED—Creditors are required, on or before Nov 26, to send their names and addresses, and the particulars of their debts or claims, to Leonard Cook and John Douglas Stewart Bogle, 122, Queen Victoria st. Walls & Co, Old Jewry, solors for liquidators

The Property Mart.

Result of Sale.

REVERSIONS, LIFE POLICIES, AND DEBENTURE.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 823) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when all the lots except one were sold at the prices named, the total amount realized being £5,750.

ABSOLUTE REVERSION:		
To £2,123 12s. 11d.	Sold	£750
To £540	"	270
To £1,300	"	315
To £2,072 6s. 3d.	"	1,310
To £1,000	"	410
To Freeholds and Consols	"	120
To £1,200	"	600
REVERSION to £216 Leeds Corporation Three Per Cent. Stock	"	105
REVERSIONARY LIFE INTEREST in £306 per annum	"	400
POLICIES OF ASSURANCE:		
For £1,500	"	560
For £2,000	"	950
DEBENTURE: Inns of Court Hotel (Limited)	"	60

Bankruptcy Notices.

London Gazette.—FRIDAY, Oct. 26.

RECEIVING ORDERS.

ABBOTT, HORACE VICTOR, Wheatley, nr Doncaster, Grazier Sheffield Pet Oct 22 Ord Oct 22

ADEL, HERBERT HOTCHKISS, Ludlow, Salop, Baker Leominster Pet Oct 22 Ord Oct 22

BAILEY, ROBERT, jun, Wymondham, Norfolk, Coal Merchant Norwich Pet Oct 10 Ord Oct 24

BALDRY, HORACE ERNEST, Gt Yarmouth, General Shopkeeper Gt Yarmouth Pet Oct 23 Ord Oct 23

BARTLEMAN, ARCHIBALD, Stow on the Wold, Builder Cheltenham Pet Oct 23 Ord Oct 23

BATE, WILLIAM BRADFIELD, King's Lynn, Norfolk, Coachbuilder King's Lynn Pet May 7 Ord June 6

BILLOW, ROBERT, Reddish, Stockport, Fish Dealer Stockport Pet Oct 24 Ord Oct 24

BLACK, MARY, and ERNEST GEORGE BEARDSALL BLACK, Grindley Brook, Whitchurch, Salop, Farmers Crewe Pet Oct 23 Ord Oct 23

BRICE & CO, T E, Chingford, Essex, Builders Edmonton Pet Sept 21 Ord Oct 22

BURROWS, WALTER WALLACE, and WILLIAM KIRKITSON, Leeds, Colour Manufacturers Leeds Pet Oct 20 Ord Oct 20

CARTER, DOUGLAS T, Chingford, Essex, Builder Edmonton Pet Oct 1 Ord Oct 22

COLEMAN, THOMAS, Wylye, Wilts, Dairy Manager Salisbury Pet Oct 24 Ord Oct 24

COLLETT, MATTHEW, Alvaston, Derby Derby Pet Oct 22 Ord Oct 23

DAVIES, WILLIAM, Cleveland st, Fitzroy sq, Draper High Court Pet Oct 23 Ord Oct 23

DAVIS, ALBERT JOSEPH, Sidcup, Kent, Builder Rochester Pet Oct 4 Ord Oct 22

DINGLE, MARY ANN, Pentrebach, Merthyr Tydfil, Grocer Merthyr Tydfil Pet Oct 24 Ord Oct 24

EDWARDS, ELIAS, Penrhyniside, Carnarvon, Labourer Bangor Pet Oct 23 Ord Oct 23

FORD, PERCY THOMAS, Ventnor, I of W, Baths Proprietor Newport Pet Oct 22 Ord Oct 22

FOWLER, SIDNEY, Chelmsford, Hawker Chelmsford Pet Oct 20 Ord Oct 20

FROST, HARRY WESTON, Northampton, Tailor Northampton Pet Oct 22 Ord Oct 22

FURLEY, GEORGE WILSON, Bexhill, Tailor Hastings Pet Oct 23 Ord Oct 23

GARNER, SAMUEL, and JOHN WILLIAM LONGSTAFFE, Huddersfield, Hardware Dealers Huddersfield Pet Oct 24 Ord Oct 24

GOODING, GEORGE HINKS, Hastings Hastings Pet Oct 24 Ord Oct 24

HARDING, JAMES OSBORN, Yeovil, Draper and Dairyman Yeovil Pet Oct 22 Ord Oct 22

HARRIES, JOHN, Pontypridd, Glam, Tea Merchant Pontypridd Pet Oct 11 Ord Oct 23

HARRISON, ARTHUR, Hanley, Stationer Hanley Pet Sept 29 Ord Oct 4
HARRISON, GEORGE, St Helens, Lancs, Butcher Liverpool Pet Oct 23 Ord Oct 23
HICKS, PETER WOLTON, Scarborough, Grocer Scarborough Pet Oct 24 Ord Oct 24
HORN, GEORGE, Enfield, Builder Edmonton Pet Sept 24 Ord Oct 22
HOWARD & SONS, M A, Manchester, Paper Stock Merchants Manchester Pet Oct 8 Ord Oct 22
JACKSON, WALTER FRANCIS, Leicester, Solicitor Leicester Pet Sept 27 Ord Oct 23
JONES, DAVID, Barmouth, Merioneth, Painter Aberystwyth Pet Oct 22 Ord Oct 22
LEANER, MAURICE ISIDORE, and CECIL LEANER, Ardwick, Manchester, House Furnishers Manchester Pet Oct 1 Ord Oct 24
LISHMAN, JAMIESON, Hexham, Northumberland, Labourer Newcastle on Tyne Pet Oct 22 Ord Oct 22
MACMAHON, A H, Jermyn st, St James' High Court Pet Sept 11 Ord Oct 24
MAY, THOMAS, Millbrook, Cornwall, Contractor Plymouth Pet Oct 23 Ord Oct 23
MEDLEY, THOMAS, Lymington, Grocer Southampton Pet Oct 22 Ord Oct 22
MILES, GEORGE MALINS, Margate, Licensed Victualler Canterbury Pet Oct 22 Ord Oct 22
MOORE, JOSEPH, Blackpool, Baker Preston Pet Oct 24 Ord Oct 24
PAWSON, GEORGE HOPKINSON, Wakefield, Draper Wakefield Pet Oct 24 Ord Oct 24
PENNEY, WILLIAM SAMUEL, Camberwell New rd, Public-house Manager High Court Pet Sept 20 Ord Oct 24
POLE, GEORGE, Worthing Brighton Pet Oct 6 Ord Oct 22
ROBERTSHAW, JOSEPH, Listerhills, Bradford, Woolcomber's Manager Bradford Pet Oct 22 Ord Oct 22
ROBSON, JOSEPH, Haltwhistle, Northumberland, Farmer Carlisle Pet Oct 23 Ord Oct 23
SAMUELS, BORKOVSKY, Cardiff, Clothier Cardiff Pet Oct 22 Ord Oct 22
SHARPE, JOHN BONE, South Shields, Grocer Newcastle on Tyne Pet Oct 24 Ord Oct 24
TARRBY, WILLIAM HENRY, Modbury, Devon, Blacksmith Plymouth Pet Oct 22 Ord Oct 22
WIBBERLEY, ALBERT, Derby Derby Pet Oct 22 Ord Oct 22
WILKINSON, WILLIAM, and FREDERICK WILKINSON, Derwent rd, Palmers Green, Builders Edmonton Pet Sept 19 Ord Oct 22
WOODS, GEORGE NOBLE, West Gorton, Manchester, Labourer Manchester Pet Oct 22 Ord Oct 22

Amended notice substituted for that published in the London Gazette of Oct 12:

TAYLOR, WILLIAM, and JOHN FLETCHER, Tamworth, Staffs, Builders Birmingham Pet Aug 27 Ord Oct 9

FIRST MEETINGS.

ADAMS, ALBERT ANDREW, Chilvers Coton, Nuneaton, Warwick, Undertaker Nov 7 at 11 191, Corporation st, Birmingham
APPLEBY, GEORGE HENRY, Neyland, Pembroke, Chemist Nov 3 at 12.30 Off Rec, 4, Queen st, Carmarthen
BAKER, WILLIAM, Shipston on Stour, Worcester, Monumental Sculptor Nov 3 at 12 1, St Aldates, Oxford
BENNETT, GEORGE JONES, Bridgnorth, Castrator Nov 14 at 12 County Court Office, Madeley
BROWN, JOHN, Anfield, Liverpool, Timber Merchant Nov 8 at 12 Off Rec, 35, Victoria st, Liverpool
BURROWS, WALTER WALLACE, and WILLIAM KIBBITSON, Leeds, Colour Manufacturers Nov 5 at 11 Off Rec, 29, Park row, Leeds
DAVIES, WILLIAM, Cleveland st, Fitzroy sq, Draper Nov 6 at 11 Bankruptcy bldgs, Carey st
DAVIS, ALBERT JOSEPH, Sidcup, Kent, Builder Nov 5 at 11.30 115, High st, Rochester
FOWLER, SIDNEY, Chelmsford, Hawker Nov 8 at 12.30 Shirehall, Chelmsford
FROST, HARRY WESTON, Northampton, Tailor Nov 3 at 11.30 Off Rec, Bridge st, Northampton
FURLEY, GEORGE WILSON, Bexhill, Tailor Nov 6 at 12.30 County Court Office, 24, Cambridge rd, Hastings
GALE, ELIZABETH, Reading Nov 8 at 12.30 Queen's Hotel, Reading
GALLING, JOHN ROBERT, Queen's rd, Lavender hill, Battersea, Carriage Builder Nov 5 at 11.30 182, York rd, Westminster Bridge
GOODING, GEORGE HINES, Hastings Nov 6 at 1 24, Cambridge rd, Hastings
HOLT, FRANCIS JOSEPH, Earlestown, Lancs, Cycle Manufacturer Nov 3 at 11 Off Rec, Byrom st, Manchester
JOHNSON, JOHN ROBERT, Southwick on Wear, Durham, Grocer Nov 6 at 3 Off Rec, 5, Manor pl, Sunderland
JONES, WILLIAM, Woodville, Derby, Potter Nov 3 at 11 Off Rec, 47, Full st, Derby
LISHMAN, JAMIESON, Hexham, Northumberland, Labourer Nov 5 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
MEDLEY, THOMAS, Lymington, Southampton, Grocer Nov 7 at 3.30 Off Rec, Midland Bank chmbrs, High st, Southampton
NELSON, ALICE, Southport, Lancs, Milliner Nov 6 at 12 Off Rec, 35, Victoria st, Liverpool
PAUL, THEODORE, and WILLIAM CHARLES PAUL, Newport, Mon, Tailors Nov 5 at 3.30 Off Rec, 144, Commercial st, Newport, Mon
PENNEY, WILLIAM SAMUEL, Camberwell New rd, Public house Manager Nov 5 at 12 Bankruptcy bldgs, Carey st
PETERS, BURTWELL WALKER, Ashingdon, Essex, Refreshment Caterer Nov 6 at 12 The Institute, Clarence rd, Southend on Sea
REES, JAMES, Llandebie, Carmarthen, Builder Nov 3 at 12 Off Rec, 4, Queen st, Carmarthen

ROBERTSHAW, JOSEPH, Listerhills, Bradford, Woolcomber's Manager Nov 5 at 3 Off Rec, 29, Tyrrel st, Bradford
ROBSON, JOSEPH, Haltwhistle, Northumberland, Farmer Nov 5 at 12 Off Rec, 34, Fisher st, Carlisle
SAMUELS, BORKOVSKY, Cardiff, Clothier Nov 5 at 3 Off Rec, 117, St Mary st, Cardiff
SHARPE, WILLIAM, jun, Halesowen, Worcester, Fruiterer Nov 5 at 11 Off Rec, 199, Wolverhampton st, Dudley
SIGGENS, WILLIAM, Washington, Durham, Builder Nov 5 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
STEELE, JOHN DONE, South Shields, Durham, Grocer Nov 5 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
TAYLOR, WILLIAM, and JOHN FLETCHER, Tamworth, Staffs, Builders Nov 5 at 11 191, Corporation st, Birmingham
TETLOW, JULES THOMAS, Newport, Innkeeper's Assistant Nov 5 at 3 Off Rec, 144, Commercial st, Newport, Mon
WALKER, THOMAS WILLIAM, Gloucester ter, Southfields Nov 5 at 12.30 132, York rd, Westminster Bridge
WILSON, THOMAS, Canterbury, Caretaker Nov 8 at 9.15 Off Rec, 68a, Castle st, Canterbury
WINFIELD, FREDERICK CHARLES, Stoke Ferry, Norfolk, Corn Merchant Nov 3 at 1 Off Rec, 8, King st, Norwich

ADJUDICATIONS.

ABBOTT, HORACE VICTOR, Wheatley, nr Doncaster, Gas Fitter Sheffield Pet Oct 23 Ord Oct 23
ABEL, HENRY HUTCHINS, Ludlow, Salop, Baker Leominster Pet Oct 22 Ord Oct 22
BALDRY, HORACE ERNEST, Gt Yarmouth, General Shopkeeper Gt Yarmouth Pet Oct 23 Ord Oct 23
BARCLAY, WILLIAM DICK, East India av, Ship Broker's Agent High Court Pet July 24 Ord Oct 23
BARTLEMAN, ARCHIBALD, Stow on the Wold, Builder Cheltenham Pet Oct 23 Ord Oct 23
BEDFORD, WILLIAM GEORGE, Porchester pl, Hyde Park, Boarding House Keeper High Court Pet Oct 13 Ord Oct 23
BILTON, ROBERT, Heaviley, Stockport, Fish Dealer Stockport Pet Oct 24 Ord Oct 24
BURROWS, WALTER WALLACE, and WILLIAM KIBBITSON, Leeds, Colour Manufacturers Leeds Pet Oct 20 Ord Oct 20
COLEMAN, THOMAS, Wylye, Wilts, Dairy Managers Salisbury Pet Oct 24 Ord Oct 24
COLLETT, MATTHEW, Alvaston, Derby Derby Pet Oct 22 Ord Oct 22
DINGLE, MARY ANN, Pentrebach, Merthyr Tydfil, Grocer Merthyr Tydfil Pet Oct 24 Ord Oct 24
EDWARDS, ELIAS, Penrhyniside, Carnarvon, Labourer Bangor Pet Oct 23 Ord Oct 23
FORD, PERCY THOMAS, Ventnor, I of W, Baths Proprietor Newport and Ryde Pet Oct 23 Ord Oct 23
FOWLER, SIDNEY, Chelmsford, Hawker Chelmsford Pet Oct 20 Ord Oct 20
FROST, HARRY WESTON, Northampton, Tailor Northampton Pet Oct 23 Ord Oct 23
FURLEY, GEORGE WILSON, Bexhill, Tailor Hastings Pet Oct 23 Ord Oct 23
GARNER, SAMUEL, and JOHN WILLIAM LONGSTAFFE, Huddersfield, Hardware Dealers Huddersfield Pet Oct 24 Ord Oct 24
GOODING, GEORGE HINES, Hastings Hastings Pet Oct 24 Ord Oct 24
HARRISON, GEORGE, St Helens, Lancs, Butcher Liverpool Pet Oct 23 Ord Oct 23
HICK, PETER WOLTON, Scarborough, Grocer Scarborough Pet Oct 24 Ord Oct 24
HUTCHINSON, OLIVER, Birmingham, Baker Birmingham Pet Sept 11 Ord Oct 22
JONES, DAVID, Barmouth, Merioneth, Painter Aberystwyth Pet Oct 22 Ord Oct 22
LEWIS, WILLIAM HENRY, Acton, General Draper Brentford Pet Oct 17 Ord Oct 20
LISHMAN, JAMIESON, Hexham, Northumberland, Labourer Newcastle on Tyne Pet Oct 22 Ord Oct 22
MAY, THOMAS, Millbrook, Cornwall, Contractor Plymouth Pet Oct 23 Ord Oct 23
MEDLEY, THOMAS, Lymington, Grocer Southampton Pet Oct 22 Ord Oct 22
MILES, GEORGE MALINS, Margate, Licensed Victualler Canterbury Pet Oct 22 Ord Oct 22
MOORE, JOSEPH, Blackpool, Baker Preston Pet Oct 24 Ord Oct 24
NEW, ALFRED, Hungerford, Berks, Cycle Dealer Newbury Pet Oct 2 Ord Oct 24
ROBERTSHAW, JOSEPH, Listerhills, Bradford, Woolcomber's Manager Bradford Pet Oct 22 Ord Oct 22
ROBSON, JOSEPH, Haltwhistle, Northumberland, Farmer Carlisle Pet Oct 23 Ord Oct 23
SAMUELS, BORKOVSKY, Cardiff, Clothier Cardiff Pet Oct 22 Ord Oct 22
SANDERS, SAMUEL JOSEPH, St Helens, Lancs, Fish Dealer Liverpool Pet Oct 22 Ord Oct 24
SHEPHERD, RICHARD LE FLEMING, Hunstanton, St Edmunds, Norfolk King's Lynn Pet Oct 24 Ord Oct 24
SNELLING, JAMES HENRY, Norwich, Builder's Foreman Gt Yarmouth Pet Oct 22 Ord Oct 23
SPARROW, WILLIAM HARCOURT, Brighton, Theatrical Manager Brighton Pet Oct 22 Ord Oct 22
STEELE, JOHN BONE, South Shields, Grocer Newcastle on Tyne Pet Oct 24 Ord Oct 24
STRIVENS, FRANK, Westfield, Sussex, Farmer Hastings Pet Oct 2 Ord Oct 23
TETLOW, JULES THOMAS, Newport, Innkeeper's Assistant Newport, Mon Pet Oct 3 Ord Oct 23
TARRBY, WILLIAM HENRY, Modbury, Devon, Blacksmith Plymouth Pet Oct 22 Ord Oct 22
WIBBERLEY, ALBERT, Derby Derby Pet Oct 22 Ord Oct 22
WOODS, GEORGE NOBLE, West Gorton, Manchester, Labourer Manchester Pet Oct 22 Ord Oct 22

London Gazette.—TUESDAY, Oct. 30

RECEIVING ORDERS.

BLIGH, SYDNEY JOHN, Gt Berkhampsted, Herts, Ironmonger Aylesbury Pet Oct 27 Ord Oct 27
BROWNING, ALBERT GEORGE, Glastonbury, Grocer Wells Pet Oct 26 Ord Oct 26
CHARLES, FRANK WILLIAM, New ct, Carey st, Auctioneer High Court Pet Oct 27 Ord Oct 27
COOKE, HARRY WETHERS, Cheltenham, Wine Merchant Cheltenham Pet Oct 13 Ord Oct 24
COUNSELL, JAMES, Blankney, Lincs, Hunt Servant Boston Pet Oct 26 Ord Oct 26
DE LA BERTOUCHE, EDWIN WALTER, Woodford Green, Essex, Grocer High Court Pet Oct 29 Ord Oct 29
EVANS, WILLIAMS, Morriston, Swansea, Baker Swansea Pet Oct 26 Ord Oct 26
FARRALL, FREDERICK GEORGE, Wortley, Leeds, Builder Leeds Pet Oct 24 Ord Oct 26
FAWLEY, HERBERT GILL, and JAMES HENRY FAWLEY, Halifax, Plumbers Halifax Pet Oct 24 Ord Oct 26
FORSTER, ROBERT WILLIAM, Rhyl, Flint, Grocer Bangor Pet Oct 16 Ord Oct 24
GILES, JOHN THOMAS, Wakefield, York, Coal Dealer York Pet Oct 12 Ord Oct 24
GOSS, HARRY CHARLES, Torquay, Builder Exeter Pet Oct 26 Ord Oct 26

HAHN, JULIUS, St Peter st, Islington, Baker High Court Oct 25 Ord Oct 25

HARDEN, THOMAS HENRY, Brompton rd, Kensington, Draper High Court Pet Sept 22 Ord Oct 26

HARLING, JOHN BELL, Hapton, nr Burnley, Joiner Burnley Pet Oct 27 Ord Oct 27

HILL BROS, Well st, South Hackney, Leather Merchants High Court Pet Oct 9 Ord Oct 26

HOBSON, CHARLES ARTHUR, Moss Side, Manchester, Tailor Manchester Pet Oct 25 Ord Oct 25

HOWES, HENRY, Bournemouth, Job Master Poole Pet Oct 27 Ord Oct 27

HURLEY, HENRY, Leytonstone, Essex High Court Pet Oct 26 Ord Oct 26

LYNN, JOHN WELLESLEY, Southfield rd, Bedford park, Entertainer Brentford Pet Oct 25 Ord Oct 25

MCDONNELL, PETER, Highgate, Birmingham, Grocer Birmingham Pet Oct 19 Ord Oct 26

MACFADYEN & Co, P, Old Broad st, Bankers High Court Pet Oct 22 Ord Oct 27

MILLS, MATTHEW, Gosport, Hants, Bootmaker Portsmouth Pet Oct 25 Ord Oct 25

MOORE, WILLIAM DAVID, Moss Side, Manchester, Carrier Manchester Pet Oct 26 Ord Oct 26

MORRIS, JONATHAN EVAN, Ammanford, Carthmarthen, Draper Carmarthen Pet Oct 27 Ord Oct 27

NORTHOVER, EDWIN, Arne, Dorset, Confectioner Poole Pet Oct 26 Ord Oct 26

OXLEY, SAMUEL REED, Wainfleet, All Saints, Lincs, Grocer Boston Pet Oct 26 Ord Oct 26

PARKINSON, WILFRED, Preston, Agricultural Druggist Preston Pet Oct 25 Ord Oct 25

PATRICK, GEORGE WILFRID, Thorganby, Yorks, Farm Labourer York Pet Oct 25 Ord Oct 25

PEMBERTON, HENRY, Derby, Builder Derby Pet Oct 25 Ord Oct 26

PRENSLAU, MOSES ABRAHAM, Liverpool, Registered Dentist Liverpool Pet Oct 27 Ord Oct 27

PRESTON, ELEANOR, Leeds, Lodging House Keeper Leeds Pet Oct 26 Ord Oct 26

RINGROSE, JAMES, Stanningley, Yorks, Builder Bradford Pet Oct 10 Ord Oct 25

ROGERS, FREDERICK ARTHUR FENNELL, Cotteridge, King's Norton, Worcester, Baker Birmingham Pet Oct 27 Ord Oct 27

SALMON, ANNIE MARIE, Cowes, I of W, Draper Newport Pet Oct 26 Ord Oct 26

SANDERS, RICHARD, Preston, Fruit Merchant Preston Pet Oct 25 Ord Oct 25

SAVAGE, WILLIAM, King's Lynn, Norfolk, Engineer King's Lynn Pet June 16 Ord Oct 25

SCOTT, HENRY, Derby, Timber Merchant Derby Pet Oct 25 Ord Oct 25

STUART, JAMES HENRY, Burnley, Clothier Burnley Pet Oct 25 Ord Oct 25

SWEETMAN, MIODECKI, Bancroft rd, Mile End, Boot Manufacturer High Court Pet Oct 24 Ord Oct 25

YAROSHEWITZ, ALEX, Lonsdale rd, Bayswater, Boot Repairer High Court Pet Oct 26 Ord Oct 26

Amended notice substituted for that published in the London Gazette of Oct 26:

LE ANER, MAURICE ISIDORE, and CECIL LE ANER, Manchester, House Furnishers Manchester Pet Sept 29 Ord Oct 24

FIRST MEETINGS.

ABBOTT, HORACE VICTOR, Wheatley, nr Doncaster, Gas Fitter Nov 7 at 12 Off Rec, Figtree la, Sheffield

BALDRY, HORACE ERNEST, Gt Yarmouth, General Shopkeeper Nov 8 at 12.30 Off Rec, 8, King st, Norwich

BARTON, JACOB, Cockermouth, Cumberland, Horse Dealer Nov 19 at 2.45 Court House, Cockermouth

BATH, WILLIAM BRADFIELD, King's Lynn, Norfolk, Coach Builder Nov 7 at 3 Court House, King's Lynn

BIDDLE, JOHN, Whitwick, Leicester, Baker Nov 7 at 12 Off Rec, 47, Full st, Derby

BROWNING, ALBERT GEORGE, Glastonbury, Grocer Nov 14 at 12 Off Rec, 26, Baldwin st, Bristol

BROWNSON, JAMES HAROLD, Stourbridge, Worcester, Hotel Proprietor Nov 8 at 11 Off Rec, 199, Wolverhampton st, Dudley

BURLEY, THOMAS CURTIS, Sneinton, Notts, Baker Nov 7 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

COLEMAN, THOMAS, Wilye, Wilts, Dairy Manager Nov 8 at 12 Off Rec, City chmbrs, Catherine st, Salisbury

COUNSELL, JAMES, Blankney, Lincs, Hunt Servant Nov 6 at 12 Off Rec, 4 and 6, West st, Boston

DINGLE, JAMES HENRY BAWDEN, Penzance, Cornwall, Grocer Nov 8 at 12 Off Rec, Boscawen st, Truro

DINGLE, MARY ANN, Pentrebach, Merthyr Tydfil, Grocer Nov 8 at 12 135, High st, Merthyr Tydfil

DIPROSE, GEORGE, St Margaret's, Twickenham, Moneylender Nov 9 at 12 14, Bedford row

FARRALL, FREDERICK OGDEN, Wortley, Leeds, Builder Nov 7 at 11 Off Rec, 22, Park row, Leeds

FAWLEY, HERBERT GILL, and JAMES HENRY FAWLEY, Halifax, Plumbers Nov 7 at 2.30 Off Rec, Townhall chmbrs, Halifax

FORSTER, ROBERT WILLIAM, Rhyl, Flint, Grocer Nov 8 at 12 Crypt chmbrs, Eastgate row, Chester

GARNER, SAMUEL, and JOHN WILLIAM LONGSTAFFE, Huddersfield Hardware Dealers Nov 8 at 3 Off Rec, Prudential bldgs, New st, Huddesfield

GILES, JOHN THOMAS, Walmgate, York, Coal Dealer Nov 9 at 2.45 Off Rec, The Red House, Duncombe pl, York

HAHN, JULIUS, St Peter's st, Islington, Baker Nov 12 at 2.30 Bankruptcy bldgs, Carey st

HARDEN, THOMAS HENRY, Brompton rd, Kensington, Draper Nov 12 at 11 Bankruptcy bldgs, Carey st

HARDING, JAMES OSBORN, Yeovil, Draper Nov 8 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

HARDWICK, JOHN EDWARDS, Spital, Chester, Builder Nov 7 at 2.30 Off Rec, 35, Victoria st, Liverpool

HARRIES, JOHN, Pontypridd, Glam, Tea Merchant Nov 7 at 12 135, High st, Merthyr Tydfil

HARRISON, ARTHUR, Hanley, Stationer Nov 8 at 11.30 Off Rec, King st, Newcastle, Staffs

HICK, PETER WOLTON, Scarborough, Grocer Nov 12 at 4 74, Newborough, Scarborough

HICKS, JOHN HASKINGS, and WILLIAM JOHN HICKS, Brislington, Bristol, Builders Nov 14 at 11.30 Off Rec, 26, Baldwin st, Bristol

HILL BROTHERS, Well st, S Hackney, Leather Merchants Nov 12 at 12 Bankruptcy bldgs, Carey st

HOLLIDAY, TOM, Gt Grimsby, Livery Stable Keeper Nov 7 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

HOLMAN, ELIZA JANE, Bedminster, Bristol, Grocer Nov 14 at 11.45 Off Rec, 26, Baldwin st, Bristol

HURLEY, HENRY, Leytonstone, Essex Nov 13 at 12 Bankruptcy bldgs, Carey st

JACKSON, WALTER FRANCIS, Marlborough, Leicester, Solicitor Nov 7 at 12 Off Rec, 1, Berridge st, Leicester

MACFADYEN & Co, P, Broad st, Bankers Nov 8 at 12 Bankruptcy bldgs, Carey st

MACMAHON, A H, Jermyn st, St James Nov 13 at 11 Off Rec, Bankruptcy bldgs, Carey st

MILLS, MATTHEW, Gosport, Hants, Bootmaker Nov 8 at 3 Off Rec, Cambridge junc, High st, Portsmouth

OXLEY, SAMUEL REED, Wainfleet All Saints, Lincs, Grocer Nov 8 at 12.30 Off Rec, 4 and 6, West st, Boston

PATRICK, GEORGE WILFRID, Thorganby, Yorks, Farm Labourer Nov 9 at 3.30 Off Rec, The Red House, Duncombe pl, York

PEMBERTON, HENRY, Derby, Builder Nov 7 at 11 Off Rec, 47, Full st, Derby

PRESTON, ELEANOR, Leeds, Lodging House Keeper Nov 8 at 11 Off Rec, 22, Park row, Leeds

RINGROSE, JAMES, Stanningley, Yorks, Builder Nov 7 at 3 Off Rec, 29, Tyrrel st, Bradford

RYLEY, FREDERICK GRIFFITHS STOKES, Acocks Green, Worcester, Watchmaker Nov 8 at 11 191, Corporation st, Birmingham

SANDERS, SAMUEL JOSEPH, St Helens, Lancs, Fruit Dealer Nov 7 at 12 Off Rec, 35, Victoria st, Liverpool

SELLING, JAMES HENRY, Norwich, Builder's Foreman Nov 8 at 12 Off Rec, 8, King st, Norwich

SPARROW, WILLIAM HARCOURT, Brighton, Theatrical Manager Nov 7 at 12 Off Rec, 4, Pavilion bldgs, Brighton

SWEETMAN, MIODECKI, Bancroft rd, Mile End, Boot Manufacturer Nov 7 at 12 Bankruptcy bldgs, Carey st

TEEBY, WILLIAM HENRY, Modbury, Devon, Blacksmith Nov 8 at 11 Off Rec, 6, Athenæum ter, Plymouth

WEDGWOOD, LEVESON, Burslem, Staffs, Boilermaker Nov 8 at 12 Off Rec, King st, Newcastle, Staffs

WORTLEY, JOHN HUGH, Rippingale, Lincs, Wheelwright Nov 7 at 12.15 The Angel Hotel, Bourne

YAROSHEWITZ, ALEX, Lonsdale rd, Bayswater, Boot Repairer Nov 8 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAILEY, ROBERT, jun, Wymondham, Norfolk, Coal Merchant Norwich Pet Oct 10 Ord Oct 27

BROWNING, ALBERT GEORGE, Glastonbury, Grocer Wells Pet Oct 26 Ord Oct 26

CHARLES, FRANK WILLIAM, New ct, Carey st, Auctioneer High Court Pet Oct 27 Ord Oct 27

COUNSELL, JAMES, Blankney, Lincs, Hunt Servant Boston Pet Oct 26 Ord Oct 26

DAVIES, WILLIAM, Cleveland st, Fitzroy sq, Draper High Court Pet Oct 23 Ord Oct 25

DAVIS, ALBERT JOSEPH, Sidcup, Kent, Builder Rochester Pet Oct 4 Ord Oct 25

EVANS, WILLIAM, Morriston, Swansea, Baker Swansea Pet Oct 25 Ord Oct 25

FARRALL, FREDERICK OGDEN, Wortley, Leeds, Builder Leeds Pet Oct 24 Ord Oct 25

FAWLEY, HERBERT GILL, and JAMES HENRY FAWLEY, Halifax, Plumbers Halifax Pet Oct 24 Ord Oct 24

FORSTER, ROBERT WILLIAM, Rhyl, Flint, Grocer Bangor Pet Oct 18 Ord Oct 26

GILES, JOHN THOMAS, Walmgate, Yorks, Coal Dealer York Pet Oct 12 Ord Oct 23

GOSS, HARRY CHARLES, Torquay, Devon, Builder Exeter Pet Oct 26 Ord Oct 26

HAHN, JULIUS, St Peter st, Islington, Baker High Court Pet Oct 25 Ord Oct 25

HARLING, JOHN BELL, Hapton, nr Burnley, Joiner Burnley Pet Oct 27 Ord Oct 27

HARRIES, JOHN, Pontypridd, Glam, Tea Merchant Pontypridd Pet Oct 11 Ord Oct 27

HOBSON, CHARLES ARTHUR, Moss Side, Manchester, Tailor Manchester Pet Oct 25 Ord Oct 25

HORN, GEORGE, Cecil av, Enfield, Builder Edmonton Pet Sept 24 Ord Oct 25

ISAACS, JACOB, Albemarle st, Piccadilly, Money Lender High Court Pet Sept 12 Ord Oct 25

MILLS, MATTHEW, Gosport, Hants, Bootmaker Portsmouth Pet Oct 25 Ord Oct 25

MORRIS, JONATHAN EVAN, Ammanford, Carmarthen, Draper Carmarthen Pet Oct 27 Ord Oct 27

MORRISON, M, Chrisp st, Poplar, Provision Dealer High Court Pet Aug 29 Ord Oct 25

OXLEY, SAMUEL REED, Wainfleet All Saints, Lincs, Grocer Boston Pet Oct 26 Ord Odt 26

PARKINSON, WILFRED, Preston, Agricultural Druggist Preston Pet Oct 25 Ord Oct 25

PATRICK, GEORGE WILFRID, Thorngarby, Yorks, Farm Labourer York Pet Oct 25 Ord Oct 25

PRESTON, ELEANOR, Leeds, Lodging House Keeper Leeds Pet Oct 26 Ord Oct 26

REED, THOMAS, Bedlington, Northumberland, Innkeeper Newcastle on Tyne Pet Sept 29 Ord Oct 25

RICHARD, TREVOR GLASBROOK, Ravenhill, nr Swansea Swansea Pet June 12 Ord Oct 25

ROGERS, FREDERICK ARTHUR FENNELL, Cotteridge, King's Norton, Worcester, Baker Birmingham Pet Oct 27 Ord Oct 27

SALMON, ANNIE MARIE, Cowes, I of W, Draper Newport and Ryde Pet Oct 26 Ord Oct 26

SANDERS, RICHARD, Preston, Fruit Merchant Preston Pet Oct 25 Ord Oct 25

SCOTT, HENRY, Derby, Timber Merchant Derby Pet Oct 25 Ord Oct 25

SIGGINS, WILLIAM, Washington, Durham, Builder Newcastle on Tyne Pet Sept 22 Ord Oct 25

STUART, JAMES HENRY, Burnley, Clothier Burnley Pet Oct 25 Ord Oct 25

WILKINSON, FREDERICK GEORGE, and WILLIAM FREDERICK WILKINSON, Palmers Green, Builder Edmonton Pet Sept 19 Ord Oct 25

YAROSHEWITZ, ALEX, Lonsdale rd, Bayswater, Boot Repairer High Court Pet Oct 26 Ord Oct 26

YOUNG, GEORGE WARDLAW, Foul End Farm, nr Atherstone, Farmer Birmingham Pet Oct 16 Ord Oct 26

ADJUDICATION ANNULLED.

JENKINS, JOHN, Aberdulais, nr Neath, Farmer Neath Adjud June 2 Annul Oct 11

ORDER RESCINDING ORDER MADE ON APPLICATION FOR DISCHARGE.

BRADBURNE, SAMUEL, Rockland, Ontario, Farmer Birmingham Ord made on Application for Discharge, June 20, 1901 Resc Oct 18

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL AND WEEKLY REPORTER *with regularity it is requested that application be made direct to the Publisher, at 27, Chancery-lane.*

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